

WORK SESSION: A work session will be held at 6:00 p.m. in Conference Room #3, Second Floor, of the Farmington City Hall, 160 South Main Street. The work session will be to answer questions the City Council may have on agenda items. The public is welcome to attend.

FARMINGTON CITY COUNCIL MEETING NOTICE AND AGENDA

Notice is hereby given that the City Council of **Farmington City** will hold a regular City Council meeting on **Tuesday, August 7, 2012, at 7:00 p.m.** The meeting will be held at the Farmington City Hall, 160 South Main Street, Farmington, Utah.

Meetings of the City Council of Farmington City may be conducted via electronic means pursuant to Utah Code Ann. § 52-4-207, as amended. In such circumstances, contact will be established and maintained via electronic means and the meeting will be conducted pursuant to the Electronic Meetings Policy established by the City Council for electronic meetings.

The agenda for the meeting shall be as follows:

CALL TO ORDER:

7:00 Roll Call (Opening Comments/Invocation) Pledge of Allegiance

REPORTS OF COMMITTEES/MUNICIPAL OFFICERS

7:05 Executive Summary for Planning Commission held July 26, 2012

7:10 Presentation by Heather Barnum on Residents Perception Survey regarding Public Safety

PUBLIC HEARING

7:15 Zone Text Amendment to Allow Small Neighborhood Truck and Trailer Rental Dealers as a Conditional Use in the BR Zone

PRESENTATION OF PETITIONS AND REQUESTS

7:20 Final Plat / Development Agreement / ROW Vacation for the Meadow View Conservation Subdivision

SUMMARY ACTION:

7:25 Minute Motion Approving Summary Action List

1. Approval of Minutes from July 17, 2012
2. Memorandum of Understanding (MOU) between the Utah Division of Forestry, Fire, and State Lands and Farmington City Fire Department
3. Proposed Members for the Building Board of Appeals
4. Development Agreement Matrix Update 4

5. Interlocal Cooperation Agreement between Davis County and Davis County Cities relating to the Davis County Council of Governments
6. Final Plat & Waiver of Open Space for the Spring Creek Estates Phase 7 Subdivision
7. Final Plat & Final PUD Master Plan for the Chestnut Farms PUD Phase 2 Subdivision

NEW BUSINESS:

7:30 1500 Gallon Water Tender Truck

7:35 Farmington City Fireworks Restriction Proposals – Options 1-3

GOVERNING BODY REPORTS:

7:40 City Manager Report

1. Upcoming Agenda Items

7:45 Mayor Harbertson & City Council Reports

ADJOURN

CLOSED SESSION

Minute motion adjourning to closed session for potential property acquisition.

DATED this 2nd day of August, 2012.

FARMINGTON CITY CORPORATION

By: DeAnn Carlile
DeAnn Carlile, Deputy City Recorder

***PLEASE NOTE:** Times listed for each agenda item are estimates only and should not be construed to be binding on the City Council.

In compliance with the Americans with Disabilities Act, individuals needing special accommodations (including auxiliary communicative aids and services) during this meeting, should notify DeAnn Carlile, Deputy City Recorder, 451-2383 x 213, at least 24 hours prior to the meeting.

CITY COUNCIL AGENDA

For Council Meeting:
August 7, 2012

S U B J E C T: Roll Call (Opening Comments/Invocation) Pledge of Allegiance

It is requested that Council Member Jim Young give the invocation/opening comments to the meeting and it is requested that Council Member Cory Ritz lead the audience in the Pledge of Allegiance.

NOTE: Appointments must be scheduled 14 days prior to Council Meetings; discussion items should be submitted 7 days prior to Council meeting.

CITY COUNCIL AGENDA

For Council Meeting:
August 7, 2012

S U B J E C T: Executive Summary for Planning Commission held July 26, 2012

ACTION TO BE CONSIDERED:

None

GENERAL INFORMATION:

See enclosed staff report prepared by Christy Alexander.

NOTE: Appointments must be scheduled 14 days prior to Council Meetings; discussion items should be submitted 7 days prior to Council meeting.



FARMINGTON CITY

SCOTT C. HARBERTSON
MAYOR

JOHN BILTON
NELSEN MICHAELSON
CORY R. RITZ
JIM TALBOT
JAMES YOUNG
CITY COUNCIL

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council

From: David Petersen, Community Development Director

Date: July 31, 2012

SUBJECT: EXECUTIVE SUMMARY FOR PLANNING COMMISSION ON JULY 26, 2012

RECOMMENDATION

No action required.

BACKGROUND

The following is a summary of Planning Commission review and action on July 28, 2012 [note: five commissioners attended the meeting—Michael Nilson, Rick Draper, Kris Kaufman, Michael Wagstaff, Brigham Mellor and Alternates Mack McDonald and Brad Dutson]:

1. Northstar Homes & Development – Applicant is requesting a recommendation for Final Plat approval for the Meadow View Conservation subdivision encompassing 11 acres and consisting of 19 lots located at approximately 1525 West and Spring Meadow Drive in an AE zone. (S-10-11)
Voted to approve, Vote: 7 – 0
2. Rice Farms Estates LLC Symphony Homes – Applicant is requesting a recommendation for Final Plat and Final (PUD) Master Plan approval for the Chestnut Farms PUD Phase 2 subdivision encompassing 9.91 acres and consisting of 16 lots located at approximately 375 South and 1350 West in an AE (PUD) zone. (S-16-11)
Voted to approve, Vote: 7 – 0
3. Howard Kent/SLI Real Estate – Applicant is requesting a recommendation for Final Plat approval for the Spring Creek Estates Phase 7 Conservation subdivision encompassing .95 acre and consisting of 2 lots located at approximately 1800 West and 575 North in an AE zone. (S-10-12)
Voted to approve, Vote: 7 – 0
4. Jason and Amanda Wessman – (Public Hearing) – Applicants are requesting Conditional Use approval to build a secondary dwelling in the basement of their home located at 1861 W. 625 N. in an AE zone. (C-8-12)
Voted to approve, Vote 5 – 2

Secondary dwellings, where the property may rent a second dwelling unit within a single family dwelling to a non-family member so long as the property owner continues to reside in the other unit, are a conditional use in the AE zone. It appears that some commissioners did not understand nuances related to conditional use as per state law. The commissioners discussed this at length. The next day Commissioner Kris Kaufman sent all members an email regarding conditional uses (see attached). This proved to be helpful for some on the Commission. The two commissioners who voted against the request, I believe did so because they felt secondary dwellings were not appropriate for that neighborhood.

Respectfully Submitted



David Petersen
City Planner

Review & Concur



Dave Millheim
City Manager

Zimbra

dpetersen@farmington.utah.gov

Conditional Use Statute -- Utah Code Ann. § 10-9a-507

From : Kristopher S. Kaufman
<kkaufman@farrkaufman.com>

Fri, Jul 27, 2012 11:28 AM

 1 attachment

Subject : Conditional Use Statute -- Utah Code Ann. § 10-9a-507

To : Michael Nilson <nilsonmr@gmail.com>, Mack McDonald <mackmcdonald@yahoo.com>, Brad Dutson <rbdutson@yahoo.com>, Brigham Mellor <brighammellor@hotmail.com>, Bob Murri <bobm@ascentconstruction.com>, Brett Anderson <bretta@blackburn-stoll.com>, Cynthia DeCoursey <cbde@juno.com>, Rick Draper <rick.draper.729@gmail.com>, Mike Wagstaff <creatingpolicy@gmail.com>, Christy Alexander <calexander@farmington.utah.gov>, Dave Petersen <dpetersen@farmington.utah.gov>

I have attached the Utah Code section governing the circumstances under which conditional uses "shall be approved" and/or "may be denied." I thought it might be helpful to everyone given the ongoing dialogue we have had about how to properly evaluate conditional use applications.

Regards,

Kris Kaufman
FARR, KAUFMAN, SULLIVAN, JENSEN
OLDS, KAUFMAN & NICHOLS, L.L.C.
Bamberger Square Building
205 26th Street, Ste. 34
Ogden, Utah 84401
Tel: 801.394.5526
Fax: 801.392.4125

THE INFORMATION CONTAINED IN THIS EMAIL IS INTENDED ONLY FOR THE PERSONAL AND CONFIDENTIAL USE OF THE DESIGNATED RECIPIENTS NAMED ABOVE.

This message may contain information protected by the attorney-client privilege or work product doctrine from disclosure and use by anyone other than the intended recipients. If you are not the intended recipient, please immediately forward the email back to our email address listed above without reviewing, disseminating, or copying the email or any information contained therein.

West's Utah Code Annotated

Title 10. Utah Municipal Code

Chapter 9A. Municipal Land Use, Development, and Management (Refs & Annos)

Part 5. Land Use Ordinances

U.C.A. 1953 § 10-9a-507

§ 10-9a-507. Conditional uses

[Currentness](#)

(1) A land use ordinance may include conditional uses and provisions for conditional uses that require compliance with standards set forth in an applicable ordinance.

(2)(a) A conditional use shall be approved if reasonable conditions are proposed, or can be imposed, to mitigate the reasonably anticipated detrimental effects of the proposed use in accordance with applicable standards.

(b) If the reasonably anticipated detrimental effects of a proposed conditional use cannot be substantially mitigated by the proposal or the imposition of reasonable conditions to achieve compliance with applicable standards, the conditional use may be denied.

Credits

[Laws 2005, c. 254, § 36, eff. May 2, 2005.](#)

[Notes of Decisions \(4\)](#)

U.C.A. 1953 § 10-9a-507, UT ST § 10-9a-507

Current through 2012 General Session

End of Document

© 2012 Thomson Reuters. No claim to original U.S. Government Works.

CITY COUNCIL AGENDA

For Council Meeting:
August 7, 2012

**S U B J E C T: Presentation by Heather Barnum on Residents Perception Survey
Regarding Public Safety**

NOTE: Appointments must be scheduled 14 days prior to Council Meetings; discussion items should be submitted 7 days prior to Council meeting.

Zimbra

dmillheim@farmington.utah.gov

fire discussion

From : Heather Barnum <Heather.Barnum@hdrinc.com>

Fri, Jul 27, 2012 10:51 AM

Subject : fire discussion**To :** dmillheim@farmington.utah.gov**Cc :** kristyannpowell@gmail.com

Dave –

Thank you for your call yesterday and again for your support of the necessary changes happening at the fire department. Below is an explanation of what my presentation will be to the council and mayor on Aug. 7 that you could include in your packet. I did not have time to write a formal letter, but I would hope that these gentleman will be ok with not getting every detail in advance of what will be positive and appreciative remarks.

Please let me know if you have any further questions.

Heather

**HEATHER G.
BARNUM, MPA****HDR Engineering, Inc.**

Senior Public Involvement/Public Relations Manager

3949 South 700 East, Suite 500 | Salt Lake City, UT 84107-2386
801.743.7898 | c: 801.913.4312heather.barnum@hdrinc.com | hdrinc.comFollow Us – [Architizer](#) | [Facebook](#) | [Twitter](#) | [YouTube](#) | [Flickr](#)**Emergency Services Survey Results**

As a Farmington resident and mother, as well as the wife of a Farmington firefighter, I have appreciated the recent changes at the Farmington Fire Department to improve emergency services in our growing community. As a professional market researcher and communicator, I recognize the benefit of confirming public expectations with direction being set by elected officials.

In early July, I created a survey to ask residents—the customer and financer—simple “yes” or “no” questions regarding their agreement with improvements at the Department in the past year. Questions range from professional certifications, physical fitness, uniforms, 24-7 staffing, female employees, and a west side station. With my neighbor, Kristy Powell, who organized distribution of the survey, we would like to present the findings of this survey and dissuade any doubt that those supportive of these changes are doing what the voters expect. I would like to publically thank those who recognize the voice of the few who have personal discomfort with change should not be above the needs of the community.

Thank you.

Heather Barnum

CITY COUNCIL AGENDA

For Council Meeting:
August 7, 2012

S U B J E C T: Public Hearing: Zone Text Amendment to Allow Small Neighborhood Truck and Trailer Rental Dealers as a Conditional Use in the BR Zone

ACTION TO BE CONSIDERED:

1. Hold the public hearing.
2. Do not approve an amendment to the Zoning Ordinance allowing small neighborhood truck and trailer rental dealers as a conditional use in the BR zone, subject to the conditions and findings as set forth in the attached Planning Commission Staff Report.

GENERAL INFORMATION:

See enclosed staff report prepared by Christy Alexander.

NOTE: Appointments must be scheduled 14 days prior to Council Meetings; discussion items should be submitted 7 days prior to Council meeting.



FARMINGTON CITY

SCOTT C. HARBERTSON
MAYOR

JOHN BILTON
NELSEN MICHAELSON
CORY R. RITZ
JIM TALBOT
JAMES YOUNG
CITY COUNCIL

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council

From: Christy Alexander, Associate City Planner

Date: August 7, 2012

SUBJECT: ZONE TEXT AMENDMENT TO ALLOW SMALL NEIGHBORHOOD TRUCK AND TRAILER RENTAL DEALERS AS A CONDITIONAL USE IN THE BR ZONE

RECOMMENDATION

1. Hold a public hearing.
2. Do not approve an amendment to the Zoning Ordinance allowing small neighborhood truck and trailer rental dealers as a conditional use in the BR zone, subject to the conditions and findings as set forth in the attached Planning Commission Staff Report.

BACKGROUND

The applicant applied for a business license for the operation of a U-Haul Rental Dealership but must first change the zoning ordinance to allow for such a business as a conditional use for the underlying zone. If the text amendment is approved, the applicant must then apply and receive conditional use approval from the Planning Commission in order to receive a business license. The proposed U-Haul business would be operated Monday through Friday 8 am – 6 pm and Saturday 8 am – 12 pm. The applicant is proposing to operate the rental business on the same property as his windshield repair business. Mr. Holmes has stated that not more than five trucks or trailers will be present at any given time. He has room in his bays to store a couple trucks as well as behind his building. A couple more could be parked out front in his parking lot. A proposed site plan of the truck storage has been included for your benefit. Also to note, the applicant has been operating this business for almost a year now without a legal business license.

A conditional use permit is required for any uses not listed as a permitted use in this zone. The list of conditional uses in this zone is rather vague, could be interpreted a variety of ways and does not specifically list a U-Haul Rental Dealership. The applicant first applied for conditional use approval and staff decided to hold a public hearing and receive comment from surrounding neighbors since a zone text amendment is not noticed to surrounding neighbors. The Planning Commission held the public hearing


then tabled this item when it came before them as a conditional use application. The issue was tabled because this type of use must first be listed as a conditional use in the zoning text. The applicant is now applying for a zone text change to allow for this use to be listed as a conditional use before proceeding forward. Until such Zone text occurs, a conditional use permit may not be issued.

Staff's general feeling is that the proposed use is not compatible with the character of the historic district and surrounding residential neighborhood as the storage of trucks would be set back but still visible from the street and the nature of the business itself is not within the vision of the Downtown Master Plan. With the storage on site and limited operation hours, and with after hour drop offs allowed, customers parking the trucks along Main Street and 100 North could become problematic. Staff does not want to see parking of trucks/trailers along Main Street and 100 North due to the residential nature of the district and would like to set standards for the historic district first.

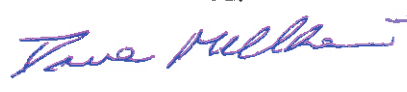
This is a common service found at many gas stations, small auto dealerships, and car washes, all of which are listed as conditional uses in this zone. The conditional use section of this zone also lists "Uses customarily accessory to a listed conditional use." However, Counsel has interpreted that to mean "accessory to a use already on site." Mr. Holmes is operating a windshield repair business which is a non-conforming use due to it being rezoned after the business was already established. Due to these technicalities, Counsel had suggested the use be specifically listed in the zone text. As such, a conditional use is still up to the interpretation of the Planning Commission. With this being a National Historic District, staff would recommend not allowing such a use in this zone. The Historic Preservation Commission is also adamant that this use not be approved in order to preserve and protect the historic nature of this zone.

The Planning Commission voted 4-2 to recommend this for approval on July 26, 2012. The two commissioners that voted to not recommend stated the following as some of their reasoning: 1) the historic designation only occurred in the past year and changes may need to be made to the ordinance; 2) the City has not ignored this use, and the business use is allowed in other zones of the City; 3) the Commission's responsibility is to recommend how they want the City to grow and to determine what the entire city would want; 4) the City needs standards for the historic district; 5) this location will not make or break the U-haul company, and a rental business does not fit on Main Street; 6) Farmington businesses should be compatible with the requirements of our historic districts, which in other established cities are very specific, but in Farmington have not yet been specified; 7) concerns about setting a precedent. The commissioners who recommended it for approval expressed concerns of the appearance of the business but felt those concerns could be addressed and added as conditions on the conditional use permit.

Respectfully Submitted


Christy J. Alexander
Associate City Planner

Review & Concur -


Dave Millheim
City Manager



Planning Commission Staff Report
June 14, 2012

Item 11: Zone Text Amendment to allow small neighborhood U-haul dealerships as a conditional use in the BR zone

Public Hearing:	Yes
Application No.:	ZT-4-12
Property Address:	97 North Main Street
General Plan Designation:	MU/B (Mixed-Use/Business)
Zoning Designation:	BR (Business/Residential Zone)
Area:	0.18 acres
Number of Lots:	1
Property Owner:	Craig Holmes
Agent:	Craig Holmes

Request: Applicant is requesting a recommendation of approval of an amendment to the Zoning Ordinance allowing small neighborhood U-haul dealerships as a conditional use in the BR zone.

Background Information

The applicant has applied for a business license for the operation of a U-Haul Rental Dealership but must first obtain a conditional use permit for the underlying zone. The proposed U-Haul business would be operated Monday through Friday 8 am – 6 pm and Saturday 8 am – 12 pm. The applicant is proposing to operate the rental business on the same property as his windshield repair business. Mr. Holmes has stated that not more than five trucks or trailers will be present at any given time. He has room in his bays to store a couple trucks as well as behind his building. A couple more could be parked out front in his parking lot. A proposed site plan of the truck storage has been included for your benefit. Staff will request that no U-Haul truck or trailer parking will be allowed along Main Street or 100 South.

A conditional use permit is required for any uses not listed as a permitted use in this zone. The list of conditional uses in this zone is rather vague, could be interpreted a variety of ways and does not specifically list a U-Haul Rental Dealership. Staff decided to hold a public hearing and receive comment from surrounding neighbors and then the Planning Commission tabled this item when it came before them as a conditional use application. Staff also suggested to the applicant to apply for a zone text change to allow for this use to be listed as a conditional use before proceeding forward. Until such zone text occurs, a conditional use permit may not be issued.

Staff's general feeling is that the proposed use is not compatible with the character of the historic district and surrounding neighborhood as the storage of trucks would be set back but still visible from the street. With the storage on site and limited operation hours, parking and access will not be

significantly impacted although with after hour drop offs this could become a problem with customers parking the trucks along Main Street. This is a common service found at many gas stations, small auto dealerships, and car washes, all of which are listed as conditional uses in this zone. The conditional use section of this zone also lists "Uses customarily accessory to a listed conditional use." However, Counsel has interpreted that to mean "accessory to a use already on site." Mr. Holmes is operating a windshield repair business which is a non-conforming use due to it being rezoned after the business was already established. Due to these technicalities, Counsel had suggested the use be specifically listed in the zone text. As such, a conditional use is still up to the interpretation of the Planning Commission and with this being a National Historic District, staff would recommend not allowing such a use in this zone. This item was tabled at the last Planning Commission meeting to allow the applicant to be in attendance and comment.

Suggested Motion:

Move that the Planning Commission does not recommend an amendment to the Zoning Ordinance allowing small neighborhood U-haul dealership as a conditional use in the BR zone.

Findings:

1. The proposed use does not comply with the regulations and conditions in the Farmington City Zoning Ordinance.
2. The proposed use does not comply with the City's General Plan in that it does not comply with the Zoning Ordinances set forth to carry out the General Plan.
3. The City's Historic Preservation Committee Chair has expressed concern of allowing this type of business in the Main Street National Historic District.

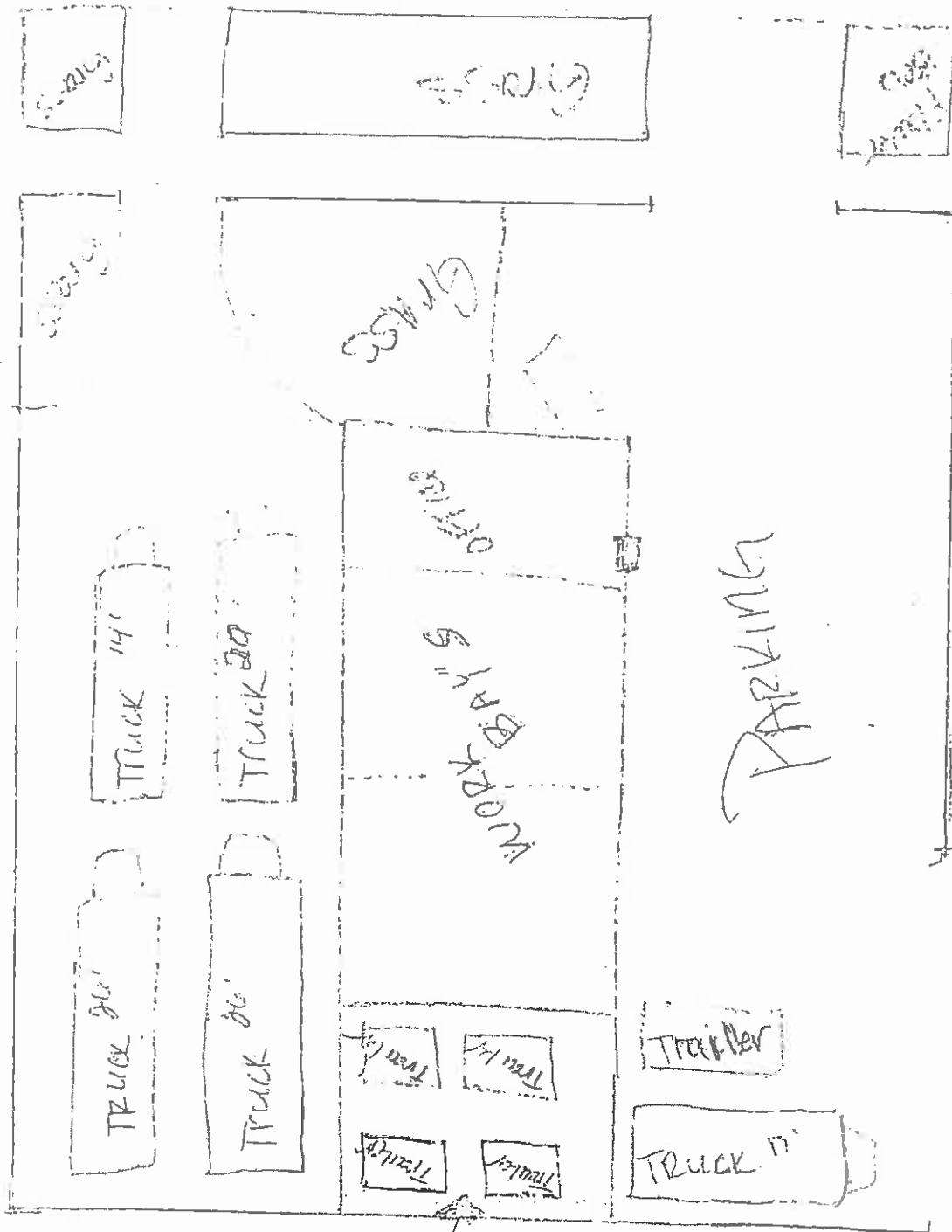
Supplemental Information

1. Site Plan
2. Letter from the applicant dated May 2, 2012

Applicable Ordinances

1. Title 11, Chapter 15 – Business/Residential Zone
2. Title 11, Chapter 8 – Conditional Uses

PRECISION WAREHOUSE - u-Haul



NORTH

100

2004
8-12-04

MAIN STREET

Precision Windshield Repair

97 North Main

Farmington, Utah 84025

801 451-5374

May 2, 2012

Farmington City

PO Box 160

Farmington Utah, 84025

RE: Application for Zoning Ordinance Text Amendment for Precision Windshield Repair to include a small neighborhood U-Haul dealership at 97 North Main Street.

To whom it may concern,

Enclosed is an application for Zoning Ordinance Text Amendment for conditional use permit to Chapter 15 (business/residential) 11-15-030, and required fee's for Precision Windshield Repair to include a small neighborhood U-haul Dealership as part of its business plan. Thank you for your consideration.

Sincerely,

A handwritten signature in black ink, appearing to read "Craig Holmes", followed by a horizontal line.

Craig Holmes

CHAPTER 15

BUSINESS/RESIDENTIAL ZONE (BR)

11-15-010	Purpose.
11-15-020	Permitted Uses.
11-15-030	Conditional Uses.
11-15-040	Lot Standards for Residential Uses.
11-15-050	Lot Standards for Office/Commercial Uses.
11-15-060	Height Standards.
11-15-070	Design Standards.

11-15-010 Purpose.

The intent of this zone is to provide an area in the City for a mix of professional and government offices, limited commercial uses, and residential land uses. The standards and guidelines contained herein are further intended to encourage compatibility between new and existing development, to enhance the physical appearance of the district, and, where applicable, to reinforce the historic character and development pattern of the district.

11-15-020 Permitted Uses.

The following are permitted uses in the BR Zone subject to site development review. No other permitted uses are allowed, except as provided by Section 11-4-105(6):

- (1) Agriculture;
- (2) Business and professional offices;
- (3) Class "A" beer outlet;
- (4) Commercial testing laboratories;
- (5) Data processing services;
- (6) Day care, pre-school;
- (7) Financial institutions;
- (8) Funeral home;
- (9) Neighborhood service establishments (low impact retail and service uses such as bakery, bookstore, dry-cleaning, hair styling, coin laundry, pharmacy, art supply/gallery, craft store, photo-copy center, etc.);
- (10) Printing, publishing;
- (11) Public park;
- (12) Public utility lines and rights-of-way;
- (13) Reception center;
- (14) Research services;
- (15) Residential facility for the elderly;
- (16) Residential facility for the handicapped;
- (17) Seasonal fruit/produce vendor stands;
- (18) Signs complying with provisions of the Sign Ordinance;
- (19) Single-family dwelling;
- (20) Two-family dwelling;
- (21) Uses customarily accessory to a listed permitted use.
- (22) Home occupations complying with the Home Occupation Chapter of this Title, except as specified in Section 11-15-030 below.

11-15-030 Conditional Uses

The following are conditional uses in the BR Zone. No other conditional uses are allowed, except as provided by Section 11-4-105(6):

- (1) Apartment dwelling group;
- (2) Athletic or tennis club;
- (3) Car wash;
- (4) Commercial indoor recreation (movie theater, video arcade, bowling alley, etc.);
- (5) Commercial outdoor recreation, minor (family reunion center, outdoor reception facilities, picnic grounds, tennis courts, etc.);
- (6) Convenience store (sale of grocery items, non-prescription drugs, and/or gasoline from building with less than five thousand (5,000) square feet gross floor area);
- (7) Fast food establishments, attached (walk-in service only, no exterior walk-up or vehicle drive-thru service);
- (8) Fuel sales and/or storage;
- (9) Greenhouse/garden center (retail or wholesale);
- (10) Hotels, motels;
- (11) Multiple-family buildings with three or more units;
- (12) Neighborhood grocery (grocery store not exceeding fifteen thousand (15,000) square feet in gross floor area);
- (13) Nursing home, convalescent center;
- (14) Pet store or pet grooming establishment;
- (15) Planned unit development or condominium, commercial;
- (16) Planned unit development or condominium, residential;
- (17) Public and quasi-public uses except the following prohibited uses: correctional/detention facilities, half-way houses, drug or alcohol rehabilitation facilities, facilities for the treatment or confinement of the mentally ill, homeless shelters, domestic violence shelters, and other similar facilities including those which may allow or require that clients stay overnight or longer;
- (18) Public or quasi-public uses, material additions or modifications on a developed site;
- (19) Public utility substations, wireless transmission towers except as specified in Section 11-28-190, generating plants, pumping stations, and buildings;
- (20) Reduction of minimum setbacks for office/commercial buildings located next to residential uses within the BR zone (see Section 11-15-105(c));
- (21) Restaurant (traditional sit-down);
- (22) shopping center (commercial complex);
- (23) Small Auto Dealership;
- (24) Temporary uses;
- (25) Uses customarily accessory to a listed conditional use.
- (26) Home occupations as identified in Section 11-35-104 of this Title.
- (27) Small Neighborhood Truck and Trailer Rental (unhaul);

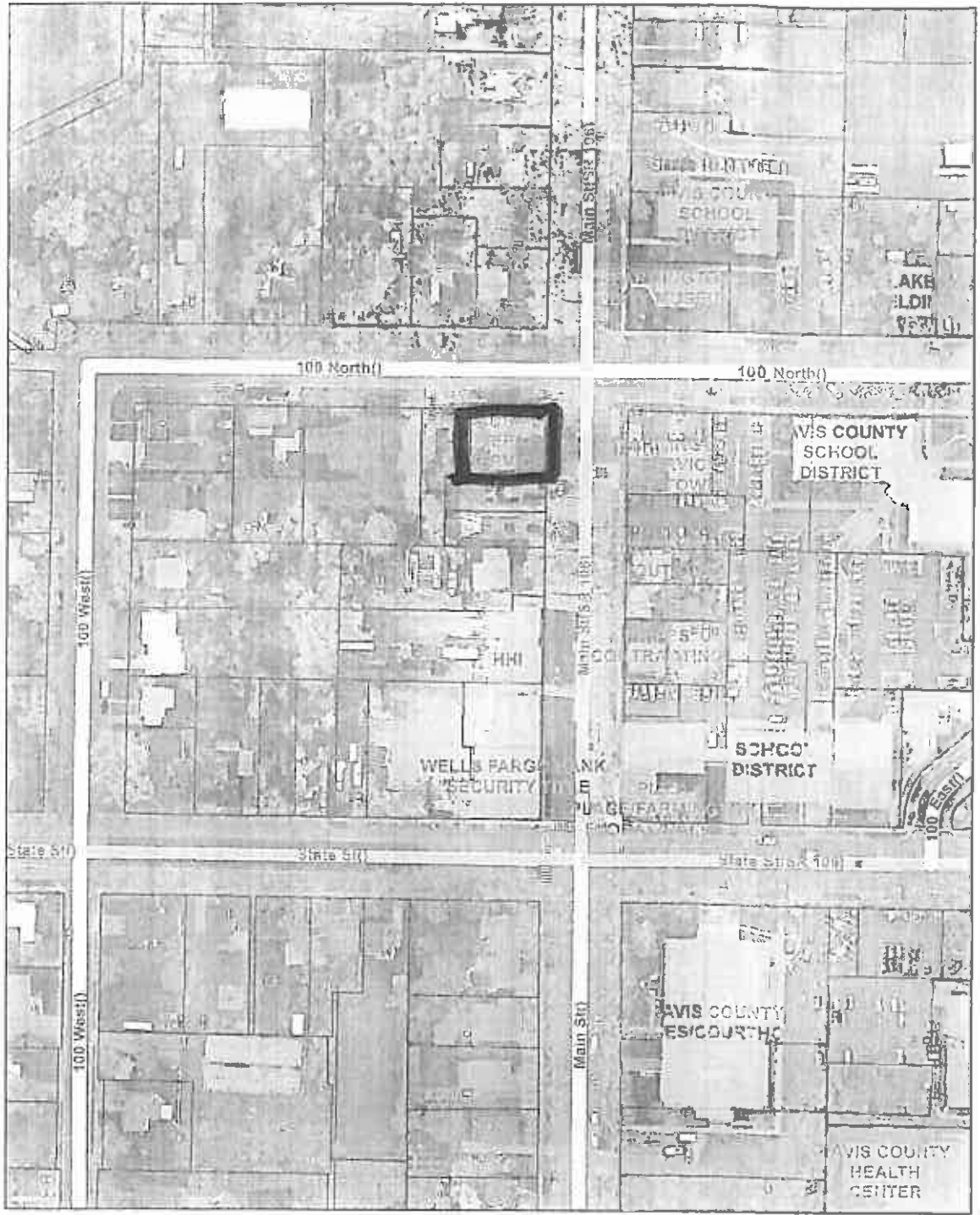
11-15-040

Lot Standards for Residential Uses.

(1) The minimum lot size for single-family residential uses in the BR zone shall be eight thousand (8,000) square feet. Dimensions, setbacks, maximum height of buildings, and related provisions for single-family residential uses in the BR zone shall comply with standards for the R zone as specified in Chapter 11 of this Title.



Farmington City



CITY COUNCIL AGENDA

For Council Meeting:
August 7, 2012

**S U B J E C T: Final Plat / Development Agreement / ROW Vacation for the Meadow View
Conservation Subdivision**

ACTION TO BE CONSIDERED:

See Staff Report

GENERAL INFORMATION:

See enclosed staff report prepared by Christy Alexander

NOTE: Appointments must be scheduled 14 days prior to Council Meetings; discussion items should be submitted 7 days prior to Council meeting.



FARMINGTON CITY

SCOTT C. HARBERTSON
MAYOR

JOHN BILTON
NELSEN MICHAELSON
CORY R. RITZ
JIM TALBOT
JAMES YOUNG
CITY COUNCIL

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council

From: Christy Alexander, Associate City Planner

Date: August 7, 2012

SUBJECT: APPROVAL OF A FINAL PLAT/DEVELOPMENT AGREEMENT/ROW
VACATION FOR THE MEADOW VIEW CONSERVATION SUBDIVISION

RECOMMENDATION

1. Approve the attached Final Plat for the Meadow View Conservation Subdivision (19 lots) located at approximately 1525 West and Spring Meadow Drive, subject to the conditions and findings as set forth in the attached Planning Commission Staff Report.
2. Approve the attached Development Agreement .
3. Approve the attached Ordinance vacating a portion of 1525 West as a public right-of-way

BACKGROUND

The applicant, Northstar Homes, is requesting Final Plat approval for a major 19-lot conservation subdivision on property located at approximately 1525 West and Spring Meadow Drive. The proposed Final Plat contains a total of 19 lots on 11.01 acres of property. The underlying zone for this property is an AE zone. Northstar Homes is proposing a conservation subdivision adjacent to the Spring Creek Phase 3-C Subdivision that is currently under construction to the northwest. Since the number of lots exceeds 10, the approval process consists of a Schematic Plan, Preliminary Plat and Final Plat.

Northstar Homes received Preliminary and Final Plat approvals for this subdivision back in 2007 but the approvals have since expired, therefore they have been going through the approval process once more. Staff found a few items of concern with their previously approved layout and has worked with the developer to mitigate those concerns, i.e. the extension of Wrangler Road and the intersection of 1525 West and 425 North (aka Spring Meadow Drive) as well as a future Transfer-of-Lots ordinance that

allows the developer to transfer his open space elsewhere within the city and obtain a waiver of awkward, unusable open space so that he may build more lots.

The new Schematic Plan was approved by City Council in January 2012 and the Preliminary Plat was approved by the Planning Commission on June 14, 2012. The Planning Commission voted unanimously on July 26, 2012 to recommend the Final Plat for approval. The issues found at Final Plat level that are acceptable but still need to be completed are: 1) a ROW vacation will need to take place at the City Council concurrent to Final Plat approval; 2) the applicant must provide signed documentation of secondary water shares prior to recording the plat; 3) the applicant must enter into a development agreement with the city; 4) a conservation easement must be placed on the preserved open space parcels, but the applicant may postpone the recording of the easement up to 12 months after the date of the recording of the Final Plat to allow time for the City to possibly finalize and consider an amendment to its Zoning Ordinance. If the City adopts this new "Transfer Lots Ordinance", the applicant may then petition the City to develop the open space lots in exchange for compensation to be used by the City to acquire and/or develop open space elsewhere within the community.

Respectfully Submitted

Review & Concur



Christy J. Alexander
Associate City Planner

Dave Millheim
City Manager



Planning Commission Staff Report July 26, 2012

Item 3: Final Plat for the Meadow View Conservation Subdivision

Public Hearing:	No
Application No.:	S-10-11
Property Address:	Approximately 1525 West and Spring Meadow Drive
General Plan Designation:	RRD (Rural Residential Density)
Zoning Designation:	AE
Area:	11.01 Acres
Number of Lots:	19
Property Owner:	Northstar Homes & Development, LLC
Agent:	Jared Darger

Request: *Applicant is requesting a recommendation for Final Plat approval for the Meadow View Conservation Subdivision.*

Background Information

The applicant, Northstar Homes, is requesting Final Plat approval for a major 19-lot conservation subdivision on property located at approximately 1525 West and Spring Meadow Drive. The proposed Final Plat contains a total of 19 lots on 11.01 acres of property. The underlying zone for this property is an AE zone. Northstar Homes is proposing a conservation subdivision adjacent to the Spring Creek Phase 3-C Subdivision that is currently under construction to the northwest. Since the number of lots exceeds 10, the approval process consists of a Schematic Plan, Preliminary Plat and Final Plat. The Planning Commission recommends the Final Plat for approval.

Northstar Homes received preliminary and final plat approvals for this subdivision back in 2007 but the approvals have since expired, therefore they have been going through the approval process once more. Staff found a few items of concern with their previously approved layout and has worked with the developer to mitigate those concerns, i.e. the extension of Wrangler Road and the intersection of 1525 West and 425 North (aka Spring Meadow Drive) as well as a future Transfer-of-Lots ordinance that allows the developer to transfer his open space elsewhere within the city and obtain a waiver of awkward, unusable open space so that he may build more lots.

The new schematic plan was approved by City Council in January 2012 and the Preliminary Plat was approved by the Planning Commission on June 14, 2012. The issues found at Final Plat level that are acceptable but still need to be completed are: 1) a ROW vacation will need to take place at the City

Council prior or concurrent to Final Plat approval; 2) the applicant must provide signed documentation of secondary water shares prior to recording the plat.

Suggested Motion:

Move that the Planning Commission recommends that the City Council approve the Final Plat for the Meadow View Conservation Subdivision subject to all applicable Farmington City ordinances and development standards and the following conditions:

1. The applicant continues to work with the City and other agencies to address any outstanding issues remaining with regard to the Final Plat;
2. The applicant must have portions of 1525 West ROW vacated prior or concurrent to Final Plat approval;
3. The applicant must receive approval of the Final Plat from the City Council in order to record the proposed subdivision;
4. The applicant must show signed documentation of secondary water shares prior to recording the plat.

Findings for Approval:

1. The proposed Final Plat is consistent with the previously approved Schematic Plan and Preliminary Plat.
2. The proposed subdivision meets all the requirements for approval of a Final Plat.

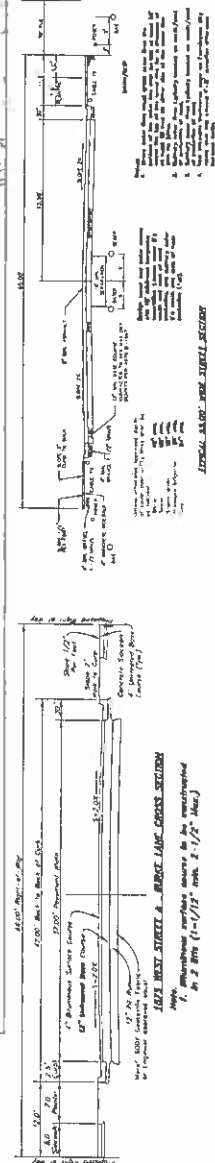
Supplemental Information

1. Vicinity Map
2. Meadow View Conservation Subdivision Final Plat

Applicable Ordinances

1. Title 12, Chapter 6 – Major Subdivisions
2. Title 12, Chapter 7 – General Requirements for All Subdivisions
3. Title 11, Chapter 10 – Agricultural Zones
4. Title 11, Chapter 12 – Conservation Subdivisions

*A Conservation Subdivision
A part of the Southwest 1/4 of Section 14 the Northwest
1/4 of Section 23, T3N, R1W, SLB&M, U.S. Survey
Farmington City, Davis County, Utah*



**Preliminary Plat -
Not to be Recorded**

This Preliminary plan has been submitted at the request of the Developer

Preliminary Plan

GREAT BASIN

NIZ
 2000-2001
 2002-2003
 2004-2005
 2006-2007
 2008-2009
 2010-2011
 2012-2013
 2014-2015
 2016-2017
 2018-2019
 2020-2021
 2022-2023
 2024-2025
 2026-2027
 2028-2029
 2030-2031
 2032-2033
 2034-2035
 2036-2037
 2038-2039
 2040-2041
 2042-2043
 2044-2045
 2046-2047
 2048-2049
 2050-2051
 2052-2053
 2054-2055
 2056-2057
 2058-2059
 2060-2061
 2062-2063
 2064-2065
 2066-2067
 2068-2069
 2070-2071
 2072-2073
 2074-2075
 2076-2077
 2078-2079
 2080-2081
 2082-2083
 2084-2085
 2086-2087
 2088-2089
 2090-2091
 2092-2093
 2094-2095
 2096-2097
 2098-2099
 2100-2101
 2102-2103
 2104-2105
 2106-2107
 2108-2109
 2110-2111
 2112-2113
 2114-2115
 2116-2117
 2118-2119
 2120-2121
 2122-2123
 2124-2125
 2126-2127
 2128-2129
 2130-2131
 2132-2133
 2134-2135
 2136-2137
 2138-2139
 2140-2141
 2142-2143
 2144-2145
 2146-2147
 2148-2149
 2150-2151
 2152-2153
 2154-2155
 2156-2157
 2158-2159
 2160-2161
 2162-2163
 2164-2165
 2166-2167
 2168-2169
 2170-2171
 2172-2173
 2174-2175
 2176-2177
 2178-2179
 2180-2181
 2182-2183
 2184-2185
 2186-2187
 2188-2189
 2190-2191
 2192-2193
 2194-2195
 2196-2197
 2198-2199
 2200-2201
 2202-2203
 2204-2205
 2206-2207
 2208-2209
 2210-2211
 2212-2213
 2214-2215
 2216-2217
 2218-2219
 2220-2221
 2222-2223
 2224-2225
 2226-2227
 2228-2229
 2230-2231
 2232-2233
 2234-2235
 2236-2237
 2238-2239
 2240-2241
 2242-2243
 2244-2245
 2246-2247
 2248-2249
 2250-2251
 2252-2253
 2254-2255
 2256-2257
 2258-2259
 2260-2261
 2262-2263
 2264-2265
 2266-2267
 2268-2269
 2270-2271
 2272-2273
 2274-2275
 2276-2277
 2278-2279
 2280-2281
 2282-2283
 2284-2285
 2286-2287
 2288-2289
 2290-2291
 2292-2293
 2294-2295
 2296-2297
 2298-2299
 2300-2301
 2302-2303
 2304-2305
 2306-2307
 2308-2309
 2310-2311
 2312-2313
 2314-2315
 2316-2317
 2318-2319
 2320-2321
 2322-2323
 2324-2325
 2326-2327
 2328-2329
 2330-2331
 2332-2333
 2334-2335
 2336-2337
 2338-2339
 2340-2341
 2342-2343
 2344-2345
 2346-2347
 2348-2349
 2350-2351
 2352-2353
 2354-2355
 2356-2357
 2358-2359
 2360-2361
 2362-2363
 2364-2365
 2366-2367
 2368-2369
 2370-2371
 2372-2373
 2374-2375
 2376-2377
 2378-2379
 2380-2381
 2382-2383
 2384-2385
 2386-2387
 2388-2389
 2390-2391
 2392-2393
 2394-2395
 2396-2397
 2398-2399
 2400-2401
 2402-2403
 2404-2405
 2406-2407
 2408-2409
 2410-2411
 2412-2413
 2414-2415
 2416-2417
 2418-2419
 2420-2421
 2422-2423
 2424-2425
 2426-2427
 2428-2429
 2430-2431
 2432-2433
 2434-2435
 2436-2437
 2438-2439
 2440-2441
 2442-2443
 2444-2445
 2446-2447
 2448-2449
 2450-2451
 2452-2453
 2454-2455
 2456-2457
 2458-2459
 2460-2461
 2462-2463
 2464-2465
 2466-2467
 2468-2469
 2470-2471
 2472-2473
 2474-2475
 2476-2477
 2478-2479
 2480-2481
 2482-2483
 2484-2485
 2486-2487
 2488-2489
 2490-2491
 2492-2493
 2494-2495
 2496-2497
 2498-2499
 2500-2501
 2502-2503
 2504-2505
 2506-2507
 2508-2509
 2510-2511
 2512-2513
 2514-2515
 2516-2517
 2518-2519
 2520-2521
 2522-2523
 2524-2525
 2526-2527
 2528-2529
 2530-2531
 2532-2533
 2534-2535
 2536-2537
 2538-2539
 2540-2541
 2542-2543
 2544-2545
 2546-2547
 2548-2549
 2550-2551
 2552-2553
 2554-2555
 2556-2557
 2558-2559
 2560-2561
 2562-2563
 2564-2565
 2566-2567
 2568-2569
 2570-2571
 2572-2573
 2574-2575
 2576-2577
 2578-257

0 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99

*A part of the Shattuck 1/4 at Spring 14 over the
Shattuck 1/4 at Spring 14. The other 3/4 of the
Shattuck 1/4 at Spring 14.*

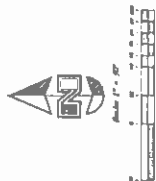
6476	18 Sept. 2007	SPR 18 14	7
------	---------------	-----------	---

一	二	三	四	五	六	七	八	九	十	十一	十二	十三	十四	十五	十六	十七	十八	十九	二十	二十一	二十二	二十三	二十四	二十五	二十六	二十七	二十八	二十九	三十	三十一	三十二	三十三	三十四	三十五	三十六	三十七	三十八	三十九	四十	四十一	四十二	四十三	四十四	四十五	四十六	四十七	四十八	四十九	五十	五十一	五十二	五十三	五十四	五十五	五十六	五十七	五十八	五十九	六十	六十一	六十二	六十三	六十四	六十五	六十六	六十七	六十八	六十九	七十	七十一	七十二	七十三	七十四	七十五	七十六	七十七	七十八	七十九	八十	八十一	八十二	八十三	八十四	八十五	八十六	八十七	八十八	八十九	九十	九十一	九十二	九十三	九十四	九十五	九十六	九十七	九十八	九十九	一百
---	---	---	---	---	---	---	---	---	---	----	----	----	----	----	----	----	----	----	----	-----	-----	-----	-----	-----	-----	-----	-----	-----	----	-----	-----	-----	-----	-----	-----	-----	-----	-----	----	-----	-----	-----	-----	-----	-----	-----	-----	-----	----	-----	-----	-----	-----	-----	-----	-----	-----	-----	----	-----	-----	-----	-----	-----	-----	-----	-----	-----	----	-----	-----	-----	-----	-----	-----	-----	-----	-----	----	-----	-----	-----	-----	-----	-----	-----	-----	-----	----	-----	-----	-----	-----	-----	-----	-----	-----	-----	----

2	3	4	5
---	---	---	---

*A Conservation Subdivision
A part of the Southwest 1/4 of Section 14 the Northwest
1/4 of Section 23, T3N, R1W, SLB&M, U.S. Survey
Farmington City, Davis County, Utah
January 2012*

Answer	Lot Size
232,303	Total Sq Ft
12,227	Sq Ft
220,076	Total Sq Ft

[illegible]

By Example printing only Property is located in Zone I, Area of 8.24
around Road 10000, containing in 1984 map 149110000; with an effective
date of 10/1/1984.

[illegible]

Real-time Plot

Preliminary Plan



**INSTITUTE
OF GREAT BASIN ENGINEERING INC.**
1201 N. 1st Street
Spokane, WA 99201
Spokane, WA 99201
P.O. Box 130848
Spokane, WA 99213

247-2107
 Supply Your Horse & Donkeys
 Feed Supply
 1000 S. 223 1st St. S. 854
 West Jordan, Utah 84088
 801-256-7084

10

1 Air fees will be paid by developer
range of \$50K

A small schematic diagram showing a cross-section of a structure. It features a vertical line on the left, a horizontal line at the top, and a vertical line on the right. The space between the vertical lines is divided into two sections by a horizontal line. The top section is labeled 'a' and the bottom section is labeled 'b'.

APPROXIMATELY 1575-1576, THE FIRST PART OF THE

DEVELOPMENT AGREEMENT FOR THE MEADOW VIEW SUBDIVISION

THE DEVELOPMENT AGREEMENT (the "Agreement") is made and entered into as of the ____ day of _____, 2012, by and between **FARMINGTON CITY**, a Utah municipal corporation, hereinafter referred to as the "City," and **NORTHSTAR DEVELOPMENT, LLC**, a Utah limited liability company, hereinafter referred to as the "Developer."

RECITALS:

A. Developer owns approximately 11 acres of property located within the City, which property is more particularly described in **Exhibit A** attached hereto and by this reference made a part hereof (the "Property").

B. Developer desires to develop a project on the Property to be known as the Meadow View Subdivision (the "Project"). Developer has submitted an application to the City seeking approval of the Project as a conservation subdivision in accordance with the City's Laws.

B. On June 14, 2012, Developer received approval of a preliminary plat (the "Preliminary Plat") for the Project from the Farmington City Planning Commission. The Preliminary Plat provides for the development of 19 single-family residential lots and approximately 2.85 acres designated as Conservation Land, which shall be subject to permanent conservation easement(s) in the form attached hereto as **Exhibit "B"** restricting development on such Conservation Land in accordance with the City's Laws except as otherwise provided herein.

C. Developer desires to develop the Property consisting of a total of 19 lots and 4 open space parcels, which open space parcels consist of a approximately 2.85 acres, collectively along with streets are more particularly described and illustrated on the Final Plat as set forth in Exhibit B attached hereto and by this reference made a part hereof (the "Project").

D. The Property is presently zoned under the City's zoning ordinance as AE. The Property is subject to all City ordinances and regulations including the provisions of the City's General Plan, the City's zoning ordinances, the City's engineering development standards and specifications and any permits issued by the City pursuant to the foregoing ordinances and regulations (collectively, the "City's Laws").

E. Persons and entities hereafter developing the Property or any portions of the Project thereon shall accomplish such development in accordance with the City's Laws, and the provisions set forth in this Agreement. This Agreement contains certain requirements and conditions for design and/or development of the Property and the Project in addition to those contained in the City's Laws.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Developer hereby agree as follows:

1. **Incorporation of Recitals.** The above Recitals are hereby incorporated into this Agreement.

2. **Final Plat.** In connection with the City's review and approval of this Agreement, the City has simultaneously held all public meetings necessary for the lawful approval of the Final Plat. The Final Plat is attached hereto as **Exhibit "C,"** has been approved by the City, and by this reference shall be made a part hereof. The Property shall be developed by the Developer and/or any subsequent developers as a conservation subdivision in accordance with the approved Final Plat except as provided herein.

3. **Development of the Project.** The Project shall be developed by Developer and/or Developer's successors and assigns in accordance with all of the requirements contained herein.

a. **Compliance with City Laws and Development Standards.** The Project and all portions thereof shall be developed in accordance with the City's Laws, the Preliminary Plat, the Final Plat, and this Agreement.

b. **Conservation Land, Transfer Lots, Detention Basin, and Trail.**

i. The Developer shall preserve open space, including all constrained or sensitive lands, within the Property as shown on the Final Plat identified hereby as "Conservation Land". All Conservation Land as identified in the Final Plat shall be preserved by a permanent conservation easement in the form attached hereto as **Exhibit "B"**, and said conservation easement shall be recorded concurrently with the recording of the Final Plat for the Project. Notwithstanding the forgoing, Developer with the concurrence of the City, may postpone the recording of the conservation easement up to 12 months after the date of the recording of the Final Plat to allow time for the City to possibly finalize and consider an amendment to its Zoning Ordinance as referenced below.

ii. Presently, the City is preparing an amendment to its Zoning Ordinance whereby open space and/or conservation land within a subdivision may be developed as lots in exchange for compensation to be used by the City to acquire and/or develop open space elsewhere within the community (the "Transfer Lot Ordinance"). The City's Planning Commission is considering a draft Transfer Lot Ordinance at a public hearing scheduled for August 16, 2012.

iv. The Developer shall convey Parcel A as shown on the Final Plat to the City for a detention basin. Developer may receive a credit for storm drain impact fees due and owing at the time of the recording of the Final Plat.

v. Developer shall convey land to the City for trail traversing across the northwest corner of Parcel D as shown on the Final Plat concurrent with or prior to the recording of the Final Plat.

c. Building Permits. The City shall not issue any building permit on any lot or for any unit within the Project until water, fully-operational fire hydrants, sewer and any utility located under the street surface, including necessary grading, storm drains and/or subsurface drainage facilities pursuant to a subdivision grading and drainage plan required and approved by the City for the Project, are installed by the Developer and accepted by the City and/or appropriate agencies. The City shall not issue any building permits on any lot within the Project until the Developer provides As-built drawings acceptable to the City which have been prepared and certified by an engineer licensed by the State of Utah for all required public improvements related to the Project. Except as provided for in Section 12-2-045 of the Farmington City Code, no building permits shall be issued within the Project until the Developer provides continuous access to units or sites throughout the Project by a street or streets acceptable to the City with an all-weather asphalt or concrete surface sufficient to provide access for emergency vehicles. Developer hereby agrees to perform all work necessary to ensure that the streets will remain fully accessible at all times. The Developer agrees at the earliest time weather permits, to install, at Developer's sole expense, permanent hard surface material on all streets in the subdivision in accordance with the City's specifications.

d. Utilities and Infrastructure.

i. Developer shall install or cause to be installed natural gas, underground electrical service, sanitary sewer, culinary and pressure irrigation water supply systems, and storm drainage facilities as required by the City for the Project up to the boundary lines of the Project and any off-site improvements required to serve the Project. Such installations shall be done according to the reasonable and customary design and construction standards of the utility providers and the City Engineer.

ii. Developer shall make arrangements with and shall comply with the requirements of the Central Davis Sewer District to provide public sanitary sewer service to the Project and all phases thereof.

iii. All off-site improvements will be constructed and installed in a timely manner in order to coincide with development of the various phases of the Project.

iv. Developer shall make arrangements with and shall comply with all of the requirements of the Benchland Irrigation District ("Benchland") to provide secondary water service to each lot within the Project. Where appropriate, Developer shall construct secondary water lines and facilities for the Project in a manner acceptable to Benchland in order to ensure delivery of secondary water to properties located within the Project.

v. All public improvements for the Project shall be constructed and installed at the Developer's sole expense in accordance with the City's construction standards and the City's Laws.

e. Grading and Drainage, Storm-water Run-off, Erosion Control, and Revegetation Plans. Developer shall provide a grading and drainage, erosion control and revegetation plans for the Project for review and approval by the City. These plans for the Project shall be prepared by a licensed engineer, and a landscape architect or other appropriate nursery professional mutually agreed upon by the parties. These plans shall identify the type and show the location of existing vegetation, the vegetation to be removed and method of disposal, or stabilization measures to be installed while new vegetation is being established. All areas of the Project cleared of natural vegetation in the course of construction shall be replanted with vegetation possessing erosion control characteristics at least equal to the natural vegetation which was removed. Developer shall prepare an erosion control plan and implement best management practices (BMP's) altogether acceptable to the City designed to minimize erosion and displacement of soils from the site consistent with the City's Storm Water Management Plan. Developer shall post a bond acceptable to the City to ensure implementation of the grading and drainage, erosion control, and revegetation plans for the Project. The warranty period for this bond shall not be less than two growing seasons from the time the planting of the revegetation is complete.

f. Easements. All required easements, including temporary construction easements, for infrastructure improvements will be granted at no cost to the City and its contractors by the Developer and its successors and assigns for the construction of any public improvements required by the City. These easements shall be subject to the approval of the City Engineer and the City Attorney. Developer hereby agrees to grant and convey at no cost to the City a satisfactory easement for drainage pipes across the Property to be shown on and dedicated as part of final plats for each phase of the Project in locations mutually satisfactory to the City and the Developer. The City shall have the right to determine the amount of flows to be passed through the easement. The drainage easements shall provide for the flow of water and drainage over and through the Property at the locations specified in said easements.

g. Dedication and Donation. Prior to, or concurrent with, the recording of the Final Plat for the Project in the office of the Davis County Recorder, the Developer agrees to dedicate, transfer and voluntarily donate to the City all required easements for the purposes of constructing, installing, operating, maintaining, repairing and replacing public utilities and improvements located within the Project by the Developer. Developer will take such actions as are necessary to obtain release of any monetary encumbrances on any property to be dedicated to the City at the time of final plat approval for the Project and to cause the owner of the Property to dedicate and donate the same without cost to the City.

h. Required Changes. If any revisions or corrections of plats or plans already approved by the City shall be required by any other governmental entity having jurisdiction or lending institutions involved in financing, the Developer and the City shall cooperate where appropriate to obtain or develop reasonable, mutually acceptable alternative plans or plats. Developer shall have the sole duty and responsibility to obtain approval from any other governmental entities having jurisdiction with respect to the Project as needed.

i. Construction Standards and Requirements. All construction shall be conducted and completed in accordance with the development standards of the City, the City's Laws and the terms of this Agreement. All required public improvements for the Project shall be constructed in accordance with the City's construction standards and shall be dedicated to the City. Prior to commencing any construction or development of any building, structures or other work or improvements within the Project, the Developer shall secure any and all permits which may be required by the City or any other governmental entity having jurisdiction over the work. Except for the City's obligations set forth in the parties' Sales Agreement, the Developer shall construct, or cause to be constructed, all improvements for the Project in conformity with all applicable federal, state and/or local laws, rules and regulations.

i. Security. Developer shall provide the City with security in a form satisfactory to the City to guarantee the installation and completion of all public improvements to be constructed by Developer within the Project and/or the Property or any portion thereof, as required in accordance with the City's Laws.

Security provided by the Developer shall also include funds to ensure revegetation acceptable to the City consistent with a revegetation plan prepared by Developer and approved by the City for all cuts and fills or any and all graded and disturbed areas related to the Project.

ii. Inspection by the City. The City may, at its option, perform periodic inspections of the improvements being installed and constructed by the Developer and its assigns or their contractors. No work involving excavation shall be covered until the same has been inspected by the City's representatives and/or the representatives of other governmental entities having jurisdiction over the particular improvements involved. Developer, or its assigns as the case may be, shall warrant the materials and workmanship of all public improvements installed by Developer and its contractors within the Project and to be dedicated to the City for a period of twenty-four (24) months from and after the date of final inspection and approval by the City of the improvements in that phase. All buildings shall be inspected in accordance with the provisions of the International Building Code.

iii. Maintenance During Construction. During construction, the Developer and the City and their contractors shall keep the Project and all affected public streets therein, free and clear from any unreasonable accumulation of debris, waste materials, mud, and any nuisances created by their actions, and shall contain their construction debris and provide dust and mud control so as to prevent the scattering via wind and/or water.

4. Payment of Fees. The Developer shall pay to the City all required fees in a timely manner. Fees shall be paid in those amounts which are applicable at the time of payment of all such fees, pursuant to and consistent with standard City procedures, requirements, adoption by City.

5. **City Obligations.** Subject to Developer complying with all of the City's Laws and the provisions of this Agreement, the City agrees to maintain the public improvements dedicated to the City following satisfactory completion thereof and acceptance of the same by the City and to provide standard municipal services to the Project including, but not limited to, police and fire protection subject to the payment of all fees and charges charged or levied therefor by the City.

6. **Indemnification and Insurance.** Developer hereby agrees to indemnify and hold the City and its officers, employees, representatives, agents and assigns harmless from any and all liability, loss, damage, costs or expenses, including attorneys fees and court costs, arising from or as a result of the death of any person or any accident, injury, loss or damage whatsoever caused to any person or to property of any person which shall occur within the Property or any portion of the Project or occur in connection with any off-site work done for or in connection with the Project or any phase thereof which shall be caused by any acts or omissions of the Developer or its assigns or of any of their agents, contractors, servants, or employees at any time. Developer shall furnish, or cause to be furnished, to the City a satisfactory certificate of insurance from a reputable insurance company evidencing general public liability coverage for the Property and the Project in a single limit of not less than One Million Dollars (\$1,000,000) and naming the City as an additional insured.

7. **Right of Access.** Representatives of the City shall have the reasonable right of access to the Project and any portions thereof during the period of construction to inspect or observe the Project and any work thereon.

8. **Assignment.** The Developer shall not assign this Agreement or any rights or interests herein without giving prior written notice to the City. Any future assignee shall consent in writing to be bound by the terms of this Agreement as a condition precedent to the assignment.

9. **Notices.** Any notices, requests and demands required or desired to be given hereunder shall be in writing and shall be served personally upon the party for whom intended, or if mailed, by certified mail, return receipt requested, postage prepaid, to such party at its address shown below:

To Developer: Northstar Development, LLC
Attn: Jared Darger
15757 South Packsaddle Dr.
Bluffdale, Utah 84065

To the City: Farmington City
Attn: City Manager
130 North Main Street
Farmington, Utah 84025-0160

10. **Default.** In the event any party fails to perform its obligations hereunder or to comply with the terms hereof, within thirty (30) days after giving written notice of default, the non-defaulting party may, at its election, have the following remedies:

- a. All rights and remedies available at law and in equity, including injunctive relief, specific performance and/or damages.
- b. The right to withhold all further approvals, licenses, permits or other rights associated with the Project or any development described in this Agreement until such default has been cured.
- c. The right to draw upon any security posted or provided in connection with the Project.
- d. The right to terminate this Agreement.
- e. The rights and remedies set forth herein shall be cumulative.

11. **Attorneys Fees.** In the event of any lawsuit between the parties hereto arising out of or related to this Agreement, or any of the documents provided for herein, the prevailing party or parties shall be entitled, in addition to the remedies and damages, if any, awarded in such proceeding, to recover their costs and a reasonable attorneys fee.

12. **Entire Agreement.** This Agreement together with the Exhibits attached thereto and the documents referenced herein, and all regulatory approvals given by the City for the Property and/or the Project, contain the entire agreement of the parties and supersede any prior promises, representations, warranties or understandings between the parties with respect to the subject matter hereof which are not contained in this Agreement and the regulatory approvals for the Project, including any related conditions.

13. **Headings.** The headings contained in this Agreement are intended for convenience only and are in no way to be used to construe or limit the text herein.

14. **Non-Liability of City Officials, Employees and Others.** No officer, representative, agent, or employee of the City shall be personally liable to the Developer, or any successor-in-interest or assignee of the Developer in the event of any default or breach by the City or for any amount which may become due Developer, or its successors or assigns, for any obligation arising under the terms of this Agreement unless it is established that the officer, representative, agent or employee acted or failed to act due to fraud or malice.

15. **Binding Effect.** This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, representatives, officers, agents, employees, members, successors and assigns.

16. **No Third-Party Rights.** The obligations of Developer set forth herein shall not create any rights in and/or obligations to any persons or parties other than the City. The parties hereto alone shall be entitled to enforce or waive any provisions of this Agreement.

17. **Recordation.** This Agreement shall be recorded by the City against the Property in the office of the Davis County Recorder, State of Utah.

18. **Relationship.** Nothing in this Agreement shall be construed to create any partnership, joint venture or fiduciary relationship between the parties hereto.

19. **Termination.** Notwithstanding anything in this Agreement to the contrary, it is agreed by the parties hereto that in the event the Project is not completed within three (3) years from the date of this Agreement or in the event the Developer does not comply with the City's Laws and the provisions of this Agreement, the City shall have the right, but not the obligation at the sole discretion of the City, which discretion shall not be unreasonably applied, to terminate this Agreement and/or to not approve any additional phases for the Project. Such termination may be effected by the City by giving written notice of intent to terminate to the Developer set forth herein. Whereupon, the Developer shall have sixty (60) days during which the Developer shall be given an opportunity to correct any alleged deficiencies and to take appropriate steps to complete the Project. In the event Developer fails to satisfy the concerns of the City with regard to such matters, the City shall be released from any further obligations under this Agreement and the same shall be terminated.

20. **Severability.** If any portion of this Agreement is held to be unenforceable or invalid for any reason by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

21. **Amendment.** This Agreement may be amended only in writing signed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by and through their respective, duly authorized representatives as of the day and year first hereinabove written.

"CITY"

FARMINGTON CITY

ATTEST:

City Recorder

By: _____
Mayor

"DEVELOPER"

Northstar Development, LLC

By: _____

its: _____

CITY ACKNOWLEDGMENT

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

On the ____ day of _____, 2012, personally appeared before me Scott C. Harbertson, who being duly sworn, did say that he is the Mayor of **FARMINGTON CITY**, a municipal corporation of the State of Utah, and that the foregoing instrument was signed in behalf of the City by authority of its governing body and said Scott C. Harbertson acknowledged to me that the City executed the same.

My Commission Expires:

Notary Public
Residing at:

DEVELOPER ACKNOWLEDGMENT

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

On this ____ day of 2012, personally appeared before me, _____, who being by me duly sworn, did say that (s)he is a managing member of **Northstar Development, L.L.C**, a Utah Limited Liability Company, and that the foregoing instrument was signed on behalf of said limited liability company by authority of its Articles of Organization and duly acknowledgment to me that said limited liability executed the same.

My Commission Expires:

Notary Public
Residing at:

EXHIBIT A

Property Description

EXHIBIT B

Conservation Easement Form

EXHIBIT C

Final Plat

FARMINGTON CITY, UTAH

ORDINANCE NO. 2012-

**AN ORDINANCE VACATING A PORTION OF 1525 WEST
WITHIN FARMINGTON CITY, STATE OF UTAH.**

WHEREAS, the governing body of Farmington City is considering an action to vacate a portion of 1525 West adjacent to the Meadow View Subdivision;

WHEREAS, Northstar Homes & Development, LLC recently acquired property adjacent to the west side of 1525 West and the width of the proposed extension of 1525 West is no longer as wide as once deemed necessary; and

WHEREAS, the vacation of the portion of 1525 West shall be subject to the rights of any sewer improvement district or other parties already having interests in 1525 West;

WHEREAS, the governing body of Farmington City has determined that there is good cause for the requested vacation and it will not be detrimental to the general interest of the public to grant the same; and

WHEREAS, the Farmington City Council has caused all required public notices to be given, and/or has received written consent from abutting property owners, and has held all appropriate public hearings regarding such vacation; and

**NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF
FARMINGTON CITY, STATE OF UTAH:**

Section 1. Street Vacation. The City Council of Farmington City hereby declares that the portion of 1525 West right-of-way, as more particularly described in Exhibit "A," attached hereto and incorporated herein, is hereby vacated.

Section 2. Rights not Affected. The action of the City Council vacating a portion of the public right-of-way provided herein shall operate as a relinquishment of the City's fee therein, provided that nothing herein shall be construed to vacate, impair or otherwise affect any real property interest, easement, right-of-way, holding or franchise right therein of any public utility or other property owner, governmental or private.

Section 3. Recorded. A certified copy of this Ordinance shall be recorded in the office of the Davis County Recorder, State of Utah, and the necessary changes made on the official plats and records of the County to accomplish the purpose thereof.

Section 4. Effective Date. This ordinance shall take effect at final passage of the City Council, posting, and subject to and after the date of the approval and recordation of the Meadow View Subdivision in the place of the portion of 1525 West right-of-way. In the event that the

FARMINGTON CITY

Scott C. Harbertson, Mayor

ATTEST:

Holly Gadd, City Recorder

EXHIBIT A
LEGAL DESCRIPTION

June 4, 2012

MEADOW VIEW

SOUTHWESTERN PORTION OF VACATED RIGHT OF WAY

A part of the Northwest Quarter of Section 23, Township 3 North, Range 1 West, Salt Lake Base & Meridian

Beginning at a point on the Existing West Right of Way line of 1525 West Street, said point being 138.12 feet South 89°46'23" West and 28.30 feet South 00°18'41" West from the Northeast corner of said Quarter Section; thence Easterly along the arc of a 117.00 feet radius curve to the right a distance of 18.33 feet (Center bears North 19°34'55" East, delta angle equals 08°58'36", and long chord bears South 74°54'23" East 18.31 feet) to a point of compound curvature; thence Southeasterly along the arc of a 15.00 feet radius curve to the right a distance of 25.04 feet (delta angle equals 95°39'15", long chord bears South 22°35'28" East 22.23 feet) to the point of curvature (whose center bears South 64°45'49" East); thence Southerly along the arc of a 283.00 feet radius curve to the left a distance of 123.12 feet (delta angle equals 24°55'34", long chord bears South 12°46'24" West 122.15 feet), thence North 00°18'41" East 144.42 feet to the point of beginning

Containing 1,600 square feet

June 4, 2012

MEADOW VIEW

SOUTHEASTERN PORTION OF VACATED RIGHT OF WAY (COOK)

A part of the Southwest Quarter of Section 14, and the Northwest Quarter of Section 23 Township 3 North, Range 1 West, Salt Lake Base & Meridian:

Beginning at a point on the Existing Easterly Right of Way line of 1525 West Street, said point being 20.44 feet South 89°46'23" West from the Southeast corner of said Southwest Quarter Section; thence two (2) Courses along said Easterly right of way line as follows South 12°56'40" West 157.61 feet; and South 08°33'00" West 39.07 feet; thence South 89°46'26" West 11.61 feet; thence North 00°18'41" East 18.75 feet to a point of curvature, thence Northerly along the arc of a 217.00 feet radius curve to the right a distance of 80.07 feet (delta angle equals 21°08'33", long chord bears North 10°52'57" East 79.62 feet); thence North 21°27'14" East 82.24 feet to a point of curvature; thence Northerly along the arc of a 281.95 feet radius curve to the left a distance of 41.87 feet (delta angle equals 08°30'34", long chord bears North 17°11'57" East 41.84 feet); thence South 12°56'40" West 21.70 feet to the point of beginning

Containing 2.329 square feet

June 4, 2012

MEADOW VIEW

NORTHWESTERN PORTION OF VACATED RIGHT OF WAY

A part of the Southwest Quarter of Section 14, Township 3 North, Range 1 West, Salt Lake Base & Meridian.

Beginning at a point on the Existing Westerly Right of Way line of 1525 West Street, said point being 72.12 feet South 89°46'23" West and 29.70 feet North 00°18'41" East from the Southeast corner of said Quarter Section; thence North 00°18'41" East 125.41 feet along said Westerly right of way line; thence North 89°46'24" East 19.90 feet; thence South 05°52'00" West 32.72 feet; thence South 06°39'30" West 50.31 feet; thence South 12°51'34" West 37.78 feet to a point of curvature; thence Southwesterly along the arc of a 15.00 feet radius curve to the right a distance of 6.89 feet (delta angle equals 26°19'06", long chord bears South 26°01'07" West 6.83 feet) to the point of beginning.

Containing 1,564 square feet

CITY COUNCIL AGENDA

For Council Meeting:
August 7, 2012

S U B J E C T: Minute Motion Approving Summary Action List

1. Approval of Minutes from July 17, 2012
2. Memorandum of Understanding (MOU) between the Utah Division of Forestry, Fire, and State Lands and Farmington City Fire Department
3. Proposed Members for the Building Board of Appeals
4. Development Agreement Matrix Update 4
5. Interlocal Cooperation Agreement between Davis County and Davis County Cities relating to the Davis County Council of Governments
6. Final Plat & Waiver of Open Space for the Spring Creek Estates Phase 7 Subdivision
7. Final Plat & Final PUD Master Plan for the Chestnut Farms PUD Phase 2 Subdivision

NOTE: Appointments must be scheduled 14 days prior to Council Meetings; discussion items should be submitted 7 days prior to Council meeting.

FARMINGTON CITY COUNCIL MEETING

July 17, 2012

WORK SESSION

Present: Mayor Scott Harbertson, Council Members Cory Ritz, Jim Talbot, and Jim Young, City Manager Dave Millheim, Associate Planner Christy Alexander, City Engineer Paul Hirst, City Traffic Engineer Tim Taylor, City Recorder Holly Gadd and Recording Secretary Cynthia DeCoursey. Council Members John Bilton and Nelsen Michaelson were excused.

Clark Lane/Station Park Pedestrian and Bicycle Crossing Improvements

City Traffic Engineer **Tim Taylor** reviewed the following recommendations which were outlined and illustrated in the staff report:

1. Construct a temporary paved pathway on the north side of Clark Lane between 650 West and the easternmost entrance to Station Park.
2. Implement marked crosswalks at the State Street/650 West intersection.
3. Implement signing/markings recommendations at the Clark Lane/Station Park theater access.
4. Implement signing/markings recommendations on the State Street/I-15 overpass.
5. Monitor conditions following the installation of items 1-4 and if crossing opportunities continue to be constrained consider the use of crossing flags at each location.
6. The installation of pedestrian hybrid beacons is not recommended at this time due to the low volume of crossing pedestrians and bicycles and the potential for a traffic signal at 650 West.
7. The addition of four 35-mile per hour speed limit signs (2 eastbound and 2 westbound) along Clark Lane/State Street.

The Council discussed various aspects of the report and instructed **Mr. Taylor** to move forward with his recommendations. Several other agenda items were also reviewed.

REGULAR SESSION

Present: Mayor Scott Harbertson, Council Members Cory Ritz, Jim Talbot, and Jim Young, City Manager Dave Millheim, Associate City Planner Christy Alexander, City Recorder Holly Gadd and Recording Secretary Cynthia DeCoursey. Council Members John Bilton and Nelsen Michaelson were excused. Youth City Council Members Emily Madsen and Shelby Morrow were also in attendance.

CALL TO ORDER

Roll Call (Opening Comments/Invocation/Pledge of Allegiance)

Mayor Harbertson began the meeting at 7:05 p.m. and welcomed those in attendance. The opening prayer was offered by **Cory Ritz**, and the Pledge of Allegiance was led by the **Mayor**.

REPORTS OF COMMITTEES/MUNICIPAL OFFICERS

Executive Summaries for Planning Commission meetings held June 14 and June 28, 2012

The summaries were included in the staff report. **Jim Young** commented on the consistent attendance and dedication shown by each Commission Member and Alternate.

Presentation regarding Summer Fest

Emma Dugal provided details regarding Summer Fest 2012 which will be on August 9-11, 2012 at the Bountiful City Park. International performers come from all over the world, and the event impacts all of Davis County. She encouraged support/assistance from Farmington City and the Youth Council. She complimented the City on its new building and the beautiful art. Her assistant, **Joshua Blackwelder**, presented additional information regarding the Street Dance and Street Feast.

PRESENTATION OF PETITIONS AND REQUESTS

Clark Lane/Station Park Pedestrian and Bicycle Crossing Improvements

Mayor Harbertson informed the public that this issue was reviewed during the work session, and final details will be provided during the August 9, 2012 meeting.

Amendment to the Planning Commission Policies & Procedures & Rules of Order

The Commission would like to require the City to post notices on property when it is developed, but City Planner **David Petersen** does not think that is necessary. **Jim Talbot** said he prefers the expansion of noticing borders rather than posting signs on the property. The City Manager would like cleaner guidelines regarding this issue.

Motion:

Jim Talbot made a motion to approve the Resolution amending the Planning Commission Policies and Procedures and Rules of Order with an exception that each reference to the requirement for the City to post a notice on the property will be removed from the document. The motion was seconded by **Cory Ritz** and approved by Council Members **Ritz, Talbot** and **Young**.

Recommendation for Bid Award for the Community Center Well House

The **Mayor** said five construction companies submitted bids, and City staff is recommending that the Council award the bid to Van Con Construction.

Motion:

Cory Ritz made a motion to award the bid for the building of the Community Center Well House to Van Con Construction. The motion was seconded by **Jim Talbot** and approved by Council Members **Ritz, Talbot** and **Young**.

SUMMARY ACTION

Minute Motion Approving Summary Action List

1. Approval of Minutes from the June 19, 2012 City Council Meeting
2. Construction Trailer Exception – CenterCal
3. Station Park Lot Line Adjustment
4. Lease with the US Government (FAA) for the parking of road grader to service Radar Station
5. Verizon Cell Tower – First Amendment to the Lease Agreement dated October 7, 2011
6. Temporary Zoning Regulation Termination
7. Amendment to motion on June 19, 2012 regarding Schematic Plan Approval of the Farmington Creek Phase 4 PUD Subdivision
8. VanZweden Subdivision Improvements Agreement

Motion:

Jim Young made a motion to approve the items on the Summary Action List with amendments to the Minutes as discussed during the work session. **Cory Ritz** seconded the motion which was approved by Council Members **Ritz, Talbot and Young**.

NOTICES OF COMMUNICATION

Notice of Dissolution of Davis County Justice Court

Dave Millheim reported that Davis County sent a request to the Utah Judicial Council to shorten the term of the dissolution of the Justice Court to July 1, 2013. The request was denied, and the City Attorney said there is no reason for Farmington City to expedite this action. Staff will research the options and provide the information at a future meeting.

GOVERNING BODY REPORTS

City Manager – Dave Millheim

1. The City currently has security cameras on the gasoline pumps at the Public Works Department, but additional security cameras are necessary because of the equipment on the property. **Walt Hokanson** agreed to obtain bids/estimates, and he also requested that the City no longer store and facilitate construction of the float due to security and impacts to the shop areas. The Council agreed with both issues.
2. CenterCal currently leases a building from the City, but as the Station Park Development continues, they will eventually move into one of their new buildings. The lease is up for renewal soon, and CenterCal would like to extend the lease for 6 months and add two 6-month options. The Council agreed with the proposal and requested the same option for the City.

Mayor – Scott Harbertson

- The City Manager confirmed that he plans to meet with **Andrew Gruber**.
- He expressed gratitude to City staff for their efforts during Festival Days. He suggested that staff obtain bids/estimates for a roof over the stage which would save a great deal of effort when it rains. **Dave Millheim** reported that **Neil Miller** plans to attend the August 21st meeting, and any issues could be discussed at that time.
- **Jim Young** will attend the Town Hall Meeting with the **Mayor** on Wed., July 18th.

- The Council reviewed two options for the Christmas banners for downtown Farmington and chose one of the options.
- The City would also like to have banners to hang during the month of July. It is difficult to please every resident, but the **Mayor** suggested including some words on the banners such as: “faith, family, friends, freedom, and Farmington”. The graphic artist will draft a proposal.
- He spoke with resident **Rich Haws** who proposed that a 12-step program be implemented at his Red Barn. He suggested having classes/seminars 2-3 times per week and/or a rehabilitation facility. **Jim Young** said the City should proceed carefully, and it would need to accommodate the zoning. **Cory Ritz** said this type of use fits with The Haws Companies’ plan to have a community gathering place. **Jim Talbot** said he is okay with a 12-step program, but a housing project is much more difficult.
- **Frank McCullough** reported that the DSD and the DATC are not interested in the Villa Susanna PUD, but he has a proposal from a contractor.
- A contractor paid an earnest money deposit for 2½ acres of property on State Street east of the I-15 overpass and submitted a preliminary plan for a PUD. The proposal includes five lots—two flag lots with the homes facing each other and very small lots. Flag lots are allowed in PUDs, but they are not allowed in the OTR zone.

City Council

Jim Talbot

- He asked if City staff received feedback from City employees regarding salary increases and the recent budget. **Dave Millheim** said he and **Keith Johnson** received both positive and negative comments. It is difficult for employees to hear that the City is doing well financially and then receive a very small salary increase. While the overall benefits package increased, that is not as important to the younger employees, and workloads have increased. **Jim Talbot** commented that it is not necessarily helpful to compare Farmington to other cities, and **Cory Ritz** said employees should be grateful that there were no layoffs or staff reductions.
- He requested details regarding the new library, and **Dave Millheim** said he would ask a Davis County librarian to attend a Council meeting in the near future to report on the new library.

ADJOURNMENT

Motion:

Jim Talbot made a motion to adjourn the meeting which was seconded by **Cory Ritz** and approved by Council Members **Ritz**, **Talbot** and **Young**, and it was adjourned at 8:40 p.m.

Holly Gadd, City Recorder
Farmington City Corporation

FARMINGTON CITY FIRE DEPARTMENT

82 North 100 East
P.O. Box 160
Farmington, Utah 84025
Tel. (801) 451-2842
Fax (801) 451-7865



THE DESIRE TO SERVE THE COURAGE TO ACT THE ABILITY TO PERFORM

CITY COUNCIL STAFF REPORT

To: Mayor and City Council

From: Guido Smith, Fire Chief

Date: July 3, 2012

Subject: APPROVE MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE UTAH DIVISION OF FORESTRY, FIRE, AND STATE LANDS AND THE FARMINGTON CITY FIRE DEPARTMENT VIA PROPOSED RESOLUTION.

RECOMMENDATION

By minute motion approve fire departments request to enter MOU with the Utah Division of Forestry, Fire, and State Lands to include allowing collected funds to be allocated within a Wildland / Interface Enterprise Account.

BACKGROUND

Due to our geographical location within the Wasatch Front, there have been multiple occasions when our apparatus, equipment, and personnel have been utilized on State & Federal lands for fire suppression activities. Over the past years, Farmington City Fire Department has not received full reimbursement for its services as we have failed to complete the necessary legal documents allowing us to formally enter into an agreement with the above stated agencies. This agreement will allow Farmington Fire Department to collect predetermined dollar amounts based on apparatus, equipment and manpower utilized on incidents providing certain criteria are met.

In addition to financial reimbursement opportunities, this MOU also ensures Farmington City Fire Department will benefit from organizational & technical assistance opportunities, continuation of Federal Excess Property Program (FEPP) opportunities, equipment cost savings via State & Federal procurement systems and annual equipment and inventory inspections pursuant to National Wildfire Coordinating Group (NWCG) guideline and standards.

FUNDING:

Funding for provision of services will remain unchanged as we continue to respond to incidents as requested. Compensation for services rendered would be measurable via predetermined rates and collected into an enterprise account allowing the department to help offset future wildland / interface program expenses.

Please find attached documents:

1. Copy of Resolution
2. Copy of Memorandum of Understanding Between the Utah Division of Forestry, Fire, and State Lands and the Farmington City Fire Department
3. Appendix A – Farmington Map
4. Appendix B - Cooperative Fire Rate Agreement

Respectfully Submitted,



Guido Smith
Fire Chief

Reviewed & Concur



Dave Millheim
City Manager

RESOLUTION #

A RESOLUTION ADOPTING A MEMORANDUM OF UNDERSTANDING BETWEEN THE UTAH DIVISION OF FORESTRY, FIRE, AND STATE LANDS AND FARMINGTON CITY

WHEREAS, it is in the best interests of Farmington City for there to be a memorandum of understanding between the Utah division of Forestry, Fire, and State Lands and Farmington City, and it is the desire of the city to enter into a cooperative agreement to aid in the suppression of wildland fires; and

WHEREAS, a memorandum has been reviewed by the Utah Division of Forestry; and

WHEREAS, this memorandum provide for the reimbursement by the Utah Division of Forestry to Farmington city for fire suppression activities; and

WHEREAS, a memorandum has been prepared for the City's consideration; and

WHEREAS, it is beneficial for there to be a memorandum of understanding between the Utah Division of Forestry and Farmington City in order to aid in the suppression of wildland fires providing protection of life and property.

NOW THEREFORE, BE IT RESOLVED BY THE CITY CONCIL OF FARMINGTON, UTAH:

SECTION I. That the City Council of Farmington City, Davis County, State of Utah, does hereby adopt the Memorandum of understanding between the Utah Division of Forestry and Farmington City.

SECTION II. That the Mayor is hereby authorized to execute said memorandum, which is attached and made a part hereof by this reference.

PASSED AND ADOPTED by the City Council of Farmington City, Utah, this 7th day of August, 2012.

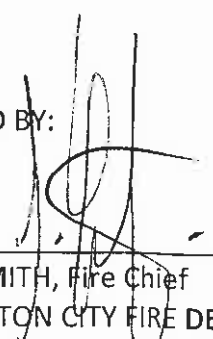
SCOTT HARBERTSON, MAYOR

ATTEST:

HOLLY GADD City Recorder

APPROVED AS TO FORM:

PREPARED BY:



GUIDO SMITH, Fire Chief
FARMINGTON CITY FIRE DEPARTMENT



**Memorandum of Understanding
Between the
Utah Division of Forestry, Fire, and State Lands
and the
Farmington City Fire Department**

This memorandum of understanding is made by and between Farmington City Fire Department, hereinafter referred to as the "Department" or "District" as appropriate, and the State of Utah, Department of Natural Resources, Division of Forestry, Fire and State Lands, hereinafter referred to as "Division" as an addendum to the Davis County Cooperative Agreement. "Department" or "District" and "Division" shall hereafter be referred to jointly as "the parties".

PURPOSE OF THIS Memorandum of Understanding (MOU): to provide a mechanism for procurement, use and compensation for services provided by the fire department or district outside its jurisdictional area of responsibility to the State of Utah and its cooperators; pursuant to cooperative agreements, operating plans, closest forces agreements and suppression resource needs in support of fire suppression.

This MOU may also be used for the purposes of procuring personnel and equipment for the purposes of other fire management activities under the direction of the Division such as fuels mitigation and prescribed fire projects both inside and outside of the department or district's jurisdictional area. Any project work done for federal agencies must be done under the conditions of a separate agreement.

WITNESSETH:

WHEREAS it is in the best interest of the State of Utah and it's cooperators to have wildland fires detected and suppressed quickly before they become large and more difficult to control; and

WHEREAS the Department or District may have the capability to respond and suppress fires under the jurisdiction of the Division and/or its cooperators in a more timely and effective basis than any other assets or resources in the state; and

WHEREAS the Department or District may have the capabilities and resources to assist the Division with fire hazard mitigation projects that mutually benefit both parties;

WHEREAS the Department or District represents that it is a duly constituted fire department, fire district, or non-profit association or political subdivision of the State of Utah authorized to provide fire protection within the boundaries of the **map attached** hereto and by reference made a part hereof (Appendix A); and

WHEREAS the Department or District may also have a limited number of units of firefighting equipment that can be made available to the Division for fire management work.

1.5

NOW THEREFORE, the parties to this agreement do hereby agree as follows:

The Division Agrees:

1. To provide personnel and wildland firefighting resources inside the incorporated jurisdictional boundary of the Department or District when deemed available by the Division, and when the Department or District has exhausted its own resources or capabilities and has requested assistance from the Division and / or its cooperators. Payment for the Division's and cooperator resources will be based upon the suppression resources furnished at the actual cost of those resources to the Division.
2. To make available organizational training, and technical assistance and other expertise as available to the Department or District.
3. To make available such firefighting equipment as can be obtained and is suitable for the use of the Department or District in fire management work through programs such as Federal Excess Property Program (FEPP) by custodial agreement and the terms set forth in the Cooperative Fire Protection Agreement with the Counties throughout Utah.
4. To produce, update and distribute a handbook or manual that references rates, procedures and other references associated with this MOU.
5. To provide necessary forms as needed by the Department or District in executing its responsibilities under this agreement to the Division.
6. That the Department or District may refuse to furnish fire, police, EMT's, ambulance, or other personnel and equipment, when requested by the Division if by doing so it would reduce the Department or District resources to a level where it can no longer maintain an adequate level of fire protection or public safety on lands within its jurisdictional boundary or service area.
7. The Department or District may purchase wildland firefighting equipment and supplies through the Division's procurement system.
8. To inspect to Department or District's equipment annually or prior to use for mechanical soundness, safety and equipment inventory pursuant to NWCG guidelines and standards. This inspection does not replace the safety inspection required for vehicle license and registration by the State of Utah.

The Department Or District Agrees:

1. To provide the Division Area Office with a written report on all known wildland fires in which the Department or District wishes to be reimbursed within 30 days of occurrence along with other documentation related to billing. The report information is required for payment. Note: if a state or federal representative is on-scene, that person may relieve the Department or District of this requirement.
2. The Department or District may be requested to engage in fire management activities outside of the Department or District's jurisdictional boundaries or service area, such as another district, county, or state, provided that, in doing so, the Department or District's resources would not be reduced to a level where the Department or District can no

longer maintain an adequate level of fire protection on lands within its own jurisdictional boundary or service area.

3. To maintain and make available for use at the request of the Division, a work force and equipment subject to the provisions of this agreement, the FD manual and the Cooperative Fire Rate Agreement (Finance-100).
4. To accept direction and supervision by the Division or duly authorized representatives or NWCG or equivalent qualified cooperators while engaged in suppression activities at the Division's request. Also, to comply with the National Incident Management System (NIMS) Incident Command System (ICS) for protocol on the incident.
5. To maintain the following documentation on-board all vehicles listed on the Cooperative Fire Rate Agreement:
 - A current equipment inventory list
 - Letter of Cooperator verification
 - A copy of the Cooperative Fire Rate Agreement
 - A copy of this MOU
 - Division's Cooperator Manual
 - Pre-use inspection
 - Vehicle registration and proof of vehicle insurance
6. To provide a roster of qualified "red carded" personnel to the Division Area Office prior to each fire season. Each firefighter engaging in direct fire suppression or prescribed fire must have a current "red card" in their possession while working under this MOU. Details are found in the Division's Fire Department Manual and Rate Book.
7. To submit claims for reimbursement to the Division (Area Office) within **thirty (30) days** after release of its work force and/or equipment in the manner and form prescribed by the Division. NOTE: Due to administrative requirements in tracking costs, late claims received by the Division create an undue burden therefore, for every 30 days past the original 30 day deadline described above that claims are received by the Division, a 10% reduction from the invoice amount will be considered as a penalty. No claims for reimbursement will be accepted after the end of the calendar year.
8. To maintain wildland fire training qualifications and equipment standards as set forth by the Division. Personnel requested for structure protection on wildland urban interface or similar fires will be qualified to the level required for their structural firefighting position **and** basic wildland firefighter.
9. The Department or District shall provide the following insurance with a carrier authorized to conduct business with the State of Utah:
 - a. Workers' Compensation - Statutory for State of Utah
 - b. Employers' Liability;
 - i. \$100,000 each accident;

- ii. \$100,000 each employee disease; and
 - iii. \$500,000 each policy limit disease
- c. Commercial general liability limits of \$1,000,000 per occurrence and general aggregate limit. The policy shall contain a serviceability of interest provision, amount shall include coverage for:
- i. Bodily injury;
 - ii. Property damage;
 - iii. Prevision liability; and
 - iv. Personal injury.
- d. Commercial automobile insurance of \$1,000,000 combined single limit for each occurrence for all owned, hired or non-owned vehicles, applicable to claims arising from bodily injury or death or any person or property damage arising out of the ownership, maintenance or use of any vehicle.
- e. Annual Certificate of Insurance shall be provided to the Division as evidence that policies providing the required coverage and limits are in full force and effect.

IT IS MUTUALLY AGREED:

1. To the fullest extent permitted by law, the Division, the State of Utah and the Department of Natural Resources and the Department or District mutually agree to defend, indemnify and hold each other and their agents and employees harmless from and against all claims, damages, losses and expenses relating to, arising out of, resulting from, or alleged to have resulted out of any fire management activity conducted pursuant to this agreement, except that each party shall bear liability for its own intentional and negligent acts or omissions and the intentional and negligent acts or omissions of its employees or agents.
2. That claims arising from weight and balance, structural modifications and gross vehicle weight of any vehicle subject to this MOU are the sole responsibility of the Department or District to whom the vehicle belongs or possesses by agreement. The Division and its cooperators shall be held harmless by the Department or District whose vehicles are involved for any liabilities, damage, injury or claims that arise from the use and involvement of said equipment in the fighting of fires or other official use as provided for in this MOU. Any vehicles, including FEPP that the Department or District deems not suitable for the purpose of fire suppression shall be taken out of service immediately and removed from the Cooperative Rate Agreement.

To pay and reimburse the Department or District for fire management support services, which include equipment and personnel listed on the Cooperative Rate Agreement, at the rates established by the Division; provided, however, that payment for fire suppression shall be made only for such activities on land outside the Department or District's established jurisdictional boundaries or mandated service area, when requested by the agency having jurisdiction. Upon mutual agreement between the County and the Division, the Department or District may receive reimbursement for services for extended attack within their own service area on unincorporated private lands. Payment for prescribed fire and fuels work may be made for services both inside and outside of the department or district's area of jurisdiction.

3. The Department or District will also be reimbursed for fires on state or federal wildlands within its geographical boundaries or service area, unless as described in #5 below, when the Division requests services. Although, suppression action may occur under

closest forces or mutual aid in order to protect the Department or District's jurisdiction or neighboring jurisdictions during initial attack, reimbursement under this MOU should not be assumed.

4. The Department or District will only bill for back fill of permanent, full time, career paramedics and overhead firefighters at or above the Unit Leader level or, within the Operations Section, above the Single Resource level such as Task Force and Strike Team Leaders, at a rate equal to or less than the wage of the firefighter assigned under this MOU. The requesting unit may refuse to fill any position that includes back fill, portal to portal, or other entitlements charged by responding fire department resources.
5. Suppression action taken on state owned land within the incorporated boundaries of a town or city is not eligible for reimbursement under this agreement. All suppression activities in the incorporated towns and cities are the responsibility of the town or city.
6. Resources will be tracked by the local Interagency Fire Center by use of systems such as ROSS or WildCad. Resources covered under this agreement shall comply with ICS/NIMS demobilization procedures and not "self demobilize" from the assigned incident. The Division's area duty officer must approve dispatches outside of the local Interagency Fire Center dispatch zone.
7. Radio communications equipment standards under this agreement shall be narrow band (12.5 mhz) compliant. Resources being utilized within a "local area" only must have the capability of communicating by radio with the local Interagency Fire Center via the appropriate radio repeaters as well as communicate with field units on pre-programmed tactical and air to ground frequencies. Resources made available for dispatch outside of the local area shall have the ability to program all radios in the field.
8. Staffing of ordered equipment shall follow the standard staffing identified in the Cooperative Rate Agreement. However, if standard staffing cannot be achieved, a deduction will occur on the invoice or the equipment may be released for failure to comply with the terms of the Cooperative Rate Agreement. Staffing that exceeds the standard staffing identified in the Cooperative Rate Agreement or extra personnel must be approved at the time of the dispatch request. Staff that does not meet the NWCG minimum staffing requirements will not be reimbursed.
9. Support and Command vehicles shall only be eligible for compensation if ordered and approved by the Division on a case-by-case basis. Support and Command vehicles must appear on the Department or District's Cooperative Rate Agreement.
10. Payment to the Department or District will be made for services rendered. The Division will not be responsible for distribution of funds to individuals or entities other than the party to this agreement.
11. That the Department or District will be hired and reimbursed as set forth in a Cooperative Rate Agreement (Finance-100) attached hereto as Exhibit B, from the Division.
12. Equipment under Cooperative Fire Rate Agreement will not receive reimbursement for loss, damage or destruction of equipment due to ordinary wear and tear or loss. Damage which occurs as the result of driver / operator negligence or poor maintenance will be the responsibility of the department / district.
13. Replacement of expendable supplies such as, but not limited to foam concentrate, MRE's, backfiring fuses etc. may be replaced by the incident by use of a general

message form or use of the Fire Incident Replacement form and approved by the line supervisor or a Division representative.

14. Amendments: This agreement may be modified only by a written amendment signed by the parties. However, if mutually agreed, the parties may enter into specific supplemental, written agreements, subject to appropriate approvals, to accomplish the goals of this agreement and to carry out its terms and conditions.
15. Cancellation: The either party may terminate this agreement by written notice given to the other party, thirty (30) days in advance of the effective date of such termination.
16. Nondiscrimination: The parties' performances under this agreement shall be without discrimination as to race, color, creed, sex, or national origin.
17. Notices: All notices required by this agreement shall be in writing delivered to the person and address specified below or to such other persons or addresses as either party may designate to the other party by written notice.

DEFINITIONS

Closest Forces:	The use of the closest available appropriate qualified firefighting resources, regardless of agency, for initial attack.
Mutual Aid:	Reciprocal emergency response agreement between jurisdictional neighbors in which assistance is rendered. Traditionally this is done at no cost to the receiving agency.
Cooperator(s):	Cooperator under this agreement means agencies, entities or other stakeholders, other than the parties to this agreement, that agree to work or operate in a cooperative manner under written agreement with the Division toward common objectives such as fire suppression.
Department or District:	Refers to the fire department or fire district that is party to this MOU.
NWCG:	The National Wildfire Coordinating Group (NWCG) is made up of the USDA Forest Service; four Department of the Interior agencies: Bureau of Land Management (BLM), National Park Service (NPS), Bureau of Indian Affairs (BIA), and the Fish and Wildlife Service (FWS); and State Forestry agencies through the National Association of State Foresters. The purpose of NWCG is to coordinate programs of the participating wildfire management agencies so as to avoid wasteful duplication and to provide a means of constructively working together. Its goal is to provide a more effective execution of each agency's fire management program. The group provides a formalized system to agree upon standards of training, equipment, qualifications, and other operational functions.
FEPP:	Federal Excess Personal Property (FEPP) program, Federal property, originally purchased for use by a Federal agency, but no

longer needed by that entity, is acquired by the USDA Forest Service for loan to one of the 50 States or the Territories for use in the State's rural or wildland fire protection program. As a result, the equipment stays in service to the United States, protecting lives and property across the nation. The Federal Government retains the title. The property must be returned to Federal Government when no longer used within the fire program.

Independent Action: Action taken on lands under the protection responsibilities of another agency/entity without the notification and approval, of that agency or entity.

Fire Management: all activities required to manipulate wildland fire in order to protect values at risk, enhance public safety and meet land management objectives. Activities may include but are not limited to: fire suppression, prescribed fire, prevention and education, hazardous fuel mitigation, training, planning and preparation.

SIGNATURES

Department or District: Farmington City Fire Department	Division of Forestry, Fire and State Lands
Address: 82 North 100 East Farmington, Utah 84025	Address:
Phone #: (801) 451-2842	Phone #:
Authorized Agent:	Authorized Agent:
Authorized Signature:	Authorized Signature:
Date:	Date:

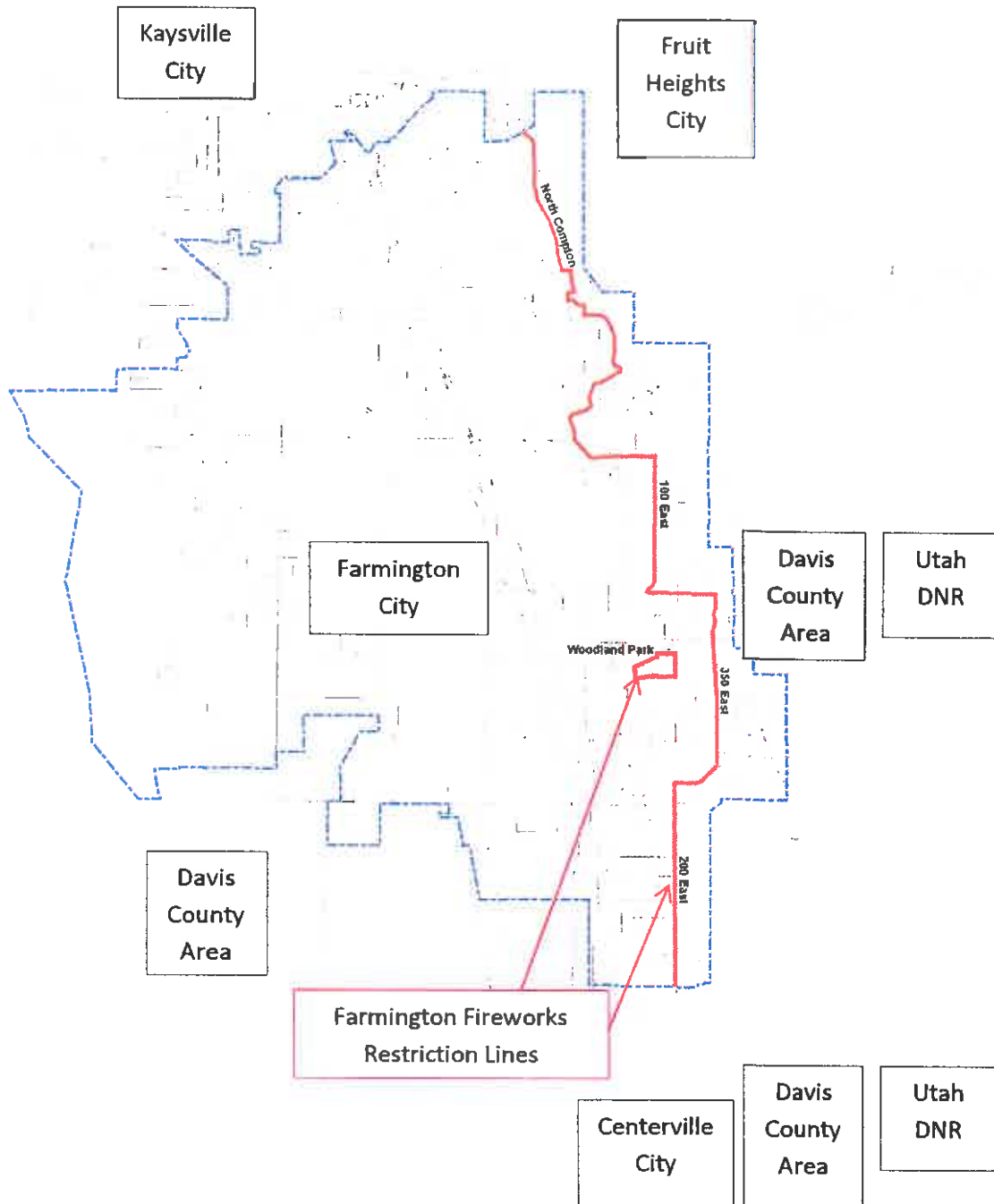
County Representative: _____

Date: _____

List of Appendixes:

- A. Department or District Jurisdictional Boundary Map
- B. Completed Cooperative Rate Agreement

Appendix A



AS PART OF THE Davis COUNTY AGREEMENT
AND WITH
UTAH DIVISION OF FORESTRY, FIRE, AND STATE LANDS
COOPERATIVE FIRE RATE AGREEMENT

COOPERATIVE FIRE RATE AGREEMENT NUMBER:

(1) FIRE DEPT/AGENCY NAME (COOPERATOR) Farmington City Fire Department		(5) FFSL AREA OFFICE						
(2) ADDRESS 82 North 100 East		(6) ADDRESS						
(3) CITY, STATE, ZIP CODE Farmington, Utah 84025		(7) CITY, STATE, ZIP CODE						
(4a) BUS. PHONE 801-939-9260	(4b) EMERGENCY PHONE 801-643-4142	(8) PHONE						
(9) FEDERAL EMPLOYER ID NUMBER 87-6000225		(10) EFFECTIVE DATES OF AGREEMENT BEGINNING ENDING						
(11) EQUIPMENT STAFFING <input checked="" type="checkbox"/> INCLUDED IN EQUIPMENT RATE <input type="checkbox"/> SEPARATE		(12) TYPE OF DEPARTMENT <input type="checkbox"/> VOLUNTEER <input type="checkbox"/> CAREER <input checked="" type="checkbox"/> COMBINATION						
(13) EQUIPMENT DESCRIPTION List make, model, year, ICS Type, Gallons, GPM, Unit #, 4X4, foam capability		(14) STANDARD STAFFING	RATES					
			(15) WORK OR HRLY		(16) SPECIAL			
			RATE	Wet/ Dry*	UNIT	RATE	Wet/ Dry*	UNIT
a. Chev, 1 Ton, 1987, T6, 200 Gal, 50 GPM, BR-71, 23170 EX, 4x4 Dual, Class A, FEPP		2	115.00	W	h			
b. Ford, F350, 1997, T6, 200 Gal, 50 GPM, BR-711, 63635 EX, 4x4, Class A		2	144.00	W	h			
c. Peirce, Dash, 1994, T1&2, 500 Gal, 1500 GPM, E-71, 21213 EX, 2WD, Class A		T1/4 T2/3	241/210	W	h			
d. Peirce, Dash, 2001, T1&2, 500 Gal, 2000 GPM, HR-71, 36961 EX, 2WD, Class A		T1/4 T2/3	241/210	W	h			
e. AMC, 5 Ton, 1986, T2 Tactical Water Tender, 1500 Gal, 100 GPM, TND-71, 36361 EX, 6x6, Class A, FEPP		T2 NT2	104/77.8 104/77.8	W	h			
f. Ford F350 Ambulance, UT66498 EX, 4x4		2	136.00	D	h			
g. Ranger, 800, 2012, EMS&Fire T7, 70 Gal, 50 GPM, Rover-71, UT3220 EX, 6x6, Class A		1	15.00	W	h			

*All cooperators are eligible for fuel and expendable items at incident.

(17) Special Provisions

1-Cooperator will adhere to terms set forth on Pages 1-2 of the "General Provisions to Cooperative Rate Agreement (FM100)" attached hereto. 2- All suppression engines will be staffed with certified Advanced EMT or greater. 3- Ambulance transport fees to any hospital may be at the prevailing area ambulance area rate. 4- All medical equipment and supplies used to treat line or fire operations personnel may be billed at the prevailing rate. 5- Backfill will be charged for actual move-up costs for STEN, TFLD, STPS, etc. on any single resource order pursuant to page 20, 2012 Rate Book.

DISTRIBUTION: ORIGINAL TO FIRE MANAGEMENT-SLC, COPIES TO AREAS AND COOPERATORS

ADO PAYMENT:

**Utah Division of Forestry, Fire, and State Lands
1594 West North Temple, Suite 3520
P.O. Box 145703
Salt Lake City, UT 84114-5703**

(18) FIRE DEPT/AGENCY REPRESENTATIVE	(19) NAME AND TITLE (PLEASE PRINT)	(20) DATE
(21) FORESTRY, FIRE and STATE LANDS REPRESENTATIVE	(22) NAME AND TITLE (PLEASE PRINT)	(23) DATE

FORM FM 100



FARMINGTON CITY

SCOTT C. HARBERTSON
MAYOR

JOHN BILTON
NELSEN MICHAELSON
CORY R. RITZ
JIM TALBOT
JAMES YOUNG
CITY COUNCIL

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council

From: Eric Miller, Building Official

Date: July 19, 2012

SUBJECT: PROPOSED MEMBERS FOR "THE BUILDING BOARD OF APPEALS"

RECOMMENDATION

Approve Paul Bauer (Building Official) to serve a 4 year term on the Board of Appeals, and Rick Dutson (Contractor) as an Alternate for a two year term.

BACKGROUND

Per the 2009 International Building Code and City Code of Title 10, Chapter 8, the City is required to have a Board of Appeals in place. The Purpose of the Board of Appeals is to hear and decide appeals of order, decisions and determinations made by the Building Official relative to the application and interpretation of the Construction Codes and of Title 10. Members of this Board shall consist of five with two alternates. These members shall be qualified by experience or training to Consider matters pertaining to building construction and shall not be employees of Farmington City. Members of the Board of Appeals shall be appointed by the Mayor with the advice and consent of City Council to staggered terms of (4) years, provided that members may be appointed to terms shorter than (4) years when necessary to provide for staggered terms.

The Building Department updated the Board of Appeals one year ago. Since this update, Board member Paul Hayward was hired to be the Farmington City Fire Marshall and has resigned from his board position. Jim Hefner has since deceased while serving on the Board.

Respectfully Submitted,

Eric Miller
Building Official

Review and Concur

Dave Millheim
City Manager



FARMINGTON CITY

SCOTT C. HARBERTSON
MAYOR

JOHN BILTON
NELSEN MICHAELSON
CORY R. RITZ
JIM TALBOT
JAMES YOUNG
CITY COUNCIL

DAVE MILLHEIM
CITY MANAGER

BUILDING BOARD OF APPEALS

Board of Appeals

Ed Domian
1361 North 1700 West
Farmington, Utah 84025
801-451-6319
Building Official

4 Year Term

Jerry Preston
347 East 100 North
Farmington, Utah 84025
801-451-6525
Building Contractor

2 year Term

Paul Bauer
3537 South 550 West
Syracuse, Utah 84075
801-543-3273
Building Official

4 Year Term

Jerry Thompson
1391 South 300 East
Kaysville, Utah 84037
801-451-6110
Building Official

2 Year Term

Gary Payne
911 North Oakridge Drive
Farmington, Utah 84025
801-451-6332
Architect, Building Official

4 Year Term

Alternates

Dave Kershisnik
383 South 650 West
Farmington, Utah 84025
801-347-2862
Building Contractor

4 year Term

Rick Dutson
901 W. Willow Bend Paseo
Farmington, Utah 84025
801-870-8613
Building Contractor

2 Year Term



FARMINGTON CITY

SCOTT C. HARBERTSON
MAYOR

JOHN BILTON
NELSEN MICHAELSON
CORY R. RITZ
JIM TALBOT
JAMES YOUNG
CITY COUNCIL

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council

From: David E. Petersen, Community Development Director

Date: July 27, 2012

SUBJECT: **DEVELOPMENT AGREEMENT MATRIX UPDATE 4**

RECOMMENDATION

Terminate the following by authorizing the Mayor to send written notice to the respective parties regarding the same: 1) Farmington Greens Development Agreement (2000-22); 2) and 3) Development Agreements for Hidden Meadows and Phase II (2000-37 and 2000-57); 4) Farmington Ranches Development Agreement (2000-23); and 5) Farmington Ranches East Agreement (2004-30) [note: it appears that all requirements of these agreements have been met and they should not remain in our files indefinitely, but technically they cannot be terminated and removed from the matrix until notice has been sent].

BACKGROUND

Agreement Matrix						
Update to CC	Remove (expired, etc.)	Not expired	Terminate	Ongoing (do not terminate)	total: re-view done	Agreements left to finish
8-2-11	17	3	2	3	25	
10-4-11	17	0	2	0	19	
12-6-11	17	0	0	3	20	
8-7-12	37	0	5	2	44	
total	88	3	9	8	108	89

Respectively Submitted

David Petersen
Community Development Director

Review and Concur

Dave Millheim
City Manager

Development Agreement Matrix Update 4

	Agreement #	Developer	Date	Term.
	2008-36	Meadow View Subdivision	08/19/08	None
	2002-35	Gene and Rebecca Mann Easement Agreement	11/20/02	None
	2000-60	Farrell Humphreys/Glade L. Burgon Sidewalk Agmt. 1800 N.	12/13/00	None
	2001-04	Ray Wilcox/Ray K. Fadel construction of street at 120 East	01/24/01	None
	2000-47	Rock Manor Trust & George K. Fadel regarding conveyance of detention basin to City	10/04/00	None
	1999-51	Shepard Pointe II office condominiums David Fjeldsted	10/20/99	2YR.
	1999-42	UDOT/City Agrmt. Associated with line relocation by UDOT at Cherry Hill Interchange.	08/04/99	None
	1998-46	Steve & Becky Dragon (real property locate at 92 S. 300 W.)	12/22/98	None
	1998-4	Howard Est. Subd. (aka Forest Glen Subd.) & Public Works Improvements extension Agrmt. (KWH, LLC) E.V.	01/21/98	5YR.
	1999-18	Dvlptm. Co. (Harley Evans) Country Cornerstone UDOT/City/FAPID Agreement for SR-89 & SR-272 Cherry Hill Interchange	04/21/99	08/12/99
	1999-21	Agreement between UDOT & City pertaining to Cherry Hill Interchange lighting & vinyl fencing betterments/clarification of maintenance responsibilities	05/02/99	None
	2002-16	UDOT Landscaping and Historic house grounds restoration Agreement (Cherry Hill Interchange).	07/10/02	None
	2004-36	House rental Lease Agreement with Kathryn Fenton for rental of red brick home at 1787 North Main St.	07/07/04	30Day
	1998-08	Development Agreement for Creekside PUD	02/11/98	5YR.
	1999-41	Amendment to Agreement between City & Davis Creek LLC	08/04/99	None
	1998-13	Development & Bond Agrmts. For Antique Mall (46 N. 100 E.) Kent & Tracey Meyer.	03/18/98	None
	2000-16	Agreement to vacate cross parking easements on Jenkins site – State Board of Vocational Education, Gordon A. Pace, Kent Meyer, Jay Jenkins	03/15/00	None
	2000-27	United States Postal Service Agreement for purchase of property for construction of a new Post Office	06/21/00	None
	2000-50	Agreement regarding Stoneybrook Subd. Water flows-Roy Love, Tom Owens & City (Not signed)	10/04/00	None
	2000-26	Hughes Ests. (USDS) Development & Improvements Agreements (USDS Development Group) & Improvement Agreement (Escrow Deposit form).	06/07/00	5YR.
	2004-17	Agreement for the Hunters Creek Subd.	04/07/04	3YR.
	2004-38	Assumption of Risk Agreement with Woodside homes (Hunters Creek)	07/07/04	None
	2005-08	Woodside Homes Road Agreement (Hunters Creek Subd. – Nate Pugsley)	02/16/05	None
	2005-25	Assumption of Risk Agreement with Hunters Creek (Woodside Homes)	03/24/05	None
	2005-79	Woodside Hunters Creek/SLI Commercial Real Est. Company Reimbursement Agreement (Howard Kent)	12/14/05	3YR.
	1995-52	Lease Agreement Dr. Neil Welling 47 West 100 North	12/13/95	12/10/96

Removed Agreements

Development Agreement Matrix Update 4

	Agreement #	Developer	Date	Term.
Removed Agreements	1998-32	Agrmt. with City, Shephard Hghts. Subd. & Weber Basin Wtr.	08/20/98	5YR.
	2000-05	Supplemental Agrmt. with Creekside Land Dvlpmnt.	1/19/00	5YR.
	2000-11	Pipeline realignment on North Compton Rd.	02/16/00	None
		Excavation Permit Agrmt. 1400 N. St. –Shepard Hghts.		
	1998-10	Subd. Shepard Hghts. Dvlpmnt. excavation Permit Agrmt. for Prelim. grading.	03/04/98	5YR.
	1998-24	Shepard Hghts. Dvlpmnt. & Assoc. Agrmts. for prelim.grading	05/20/98	5YR.
	2001-20	Shepard Hghts.Amended Plat.	04/18/01	None
		Agrmt. of Accord and Satisfaction and release Creekside		
	2005-22	Land Dvlpmnt.	03/16/05	None
	2001-16	Davis County Agrmt. to complete north end of Compton Rd.	04/18/01	None
	2006-08	Agrmt. No. 2 to Frm. Greens (PUD) Dvlpmnt. Agrmt.	02/15/06	None
		Indemnification Agrmt. with Golden Mdws. Properties-Frm.		
	1999-45	Greens.	08/04/99	None
		Agrmt. with Union Pacific Railroad regarding water pipeline		
	2000-33	crossing of railroad at mile post 799.40.	07/19/00	03/23/01
	2001-08	Real Estate purchase and Sales Agrmt. (2MG reservoir site)	02/07/08	None
		Easement Encroachment Agrmts. with U.S. Bureau of		
		Reclamation Weber Basin Water, PCI #1, pertaining to Frm.		
	2007-21	Greens Phase 2A Subd.	03/06/07	None
		M.C. Green & Sons – Agrmt. regarding fees for Frm. Greens		
	2009-18	Phase 2B	03/31/09	None
	2000-22	Frm. Greens Dvlpmnt. Agrmt. 176 lots in W. Frm.	05/03/00	6YR.
	2002-23	Amndmt. No. 1 to Frm. Greens (PUD)	09/04/02	10YR.
	2002-36	Reimbursement Agrmt. with Claim, Inc.	12/04/02	None
		Release of reimbursement Agrmt. and Amended		
	2009-48	Reimbursement Agrmt.	08/04/09	None
	2000-57	Hidden Mdws. Agrmt. – Chris Martineau	12/06/00	None
	2006-03	Dvlpmnt. Agrmt. for Phase II Hidden Mdws. Subd.	01/04/06	3YR.
	2000-37	Dvlpmnt. Agrmt. for Hidden Mdws Subd. – Chris Martineau	08/16/00	6YR.
	2000-23	Frm. Ranches Dvlpmtn. Agrmt. 540 lots in West Frm.	05/03/00	10YR.
		Frm. Ranches – Corrected legal description & project map		
	2003-59	for Amndmt. No. 2 Frm. Ranches Dlpmt. Agrmt.	12/03/03	None
	2004-30	Frm. Ranches East Subd.	05/05/04	3YR.
	2007-79	We Five Agrmt. for 1075 W. and Main Street (SR-106).	11/20/07	05/15/08
		Boyer Wheeler Farm. Agrmt. regarding advancement of cash		
		for installing main water line toward 1525 W. (Freckleton		
	2007-80	property).	11/20/07	None
	2008-17	Amendment #3 to Frm. Ranches Dvlpmtn. Agrmt.	04/15/08	None

Development Agreement Matrix Update 4

	Agreement #	Developer	Date	Term.
Removed Agreements	1997-34	Lease Agreement H. Neil Welling & Carolyn O. Welling 47 west 100 North	10/22/97	2YR.
	1998-44	Neil H. Welling Lease Agreement	12/09/98	12/31/99
	2000-02	N. Neil Welling Lease Agreement	01/19/00	12/31/00
	2004-58	Neil & Carolyn Welling lease Agreement (100 North 50 West Property)	11/17/04	12/31/00
	1997-11	Agreement for Sale & Purchase of Real Property & Dvlpmnt. & related Agreements w/ High Desert Properties/Fieldstone (Oakridge Park) (John Lingard/Frank McCullough)	03/05/97	2YR.
	1997-12	Four-Way Agreement between City/Potter Ranches/High Desert Properties/LDS Church	03/05/97	None
	1998-02	GMW Development (Fairways at Oakridge –Gary Wright)	07/07/98	None
	1998-25	Settlement Agreement between Fieldstone Partner, Inc. (Mike Stewart) and City.	06/17/98	None
	1994-03	Pointe of View	02/02/94	None
	1999-18	UDOT/City/FAPID Agreement for SR-89 & SR-272 Cherry Hill Interchange	04/21/99	08/12/99
	1999-21	Agreement between UDOT & City pertaining to Cherry Hill Interchange lighting & vinyl fencing betterments/clarification of maintenance responsibilities	05/02/99	None
	2002-16	UDOT Landscaping and Historic house grounds restoration Agreement (Cherry Hill Interchange).	07/10/02	None
	2004-36	House rental Lease Agreement with Kathryn Fenton for rental of red brick home at 1787 North Main St.	07/07/04	30Day
	1998-08	Development Agreement for Creekside PUD	02/11/98	5YR.
	1999-41	Amendment to Agreement between City & Davis Creek LLC	08/04/99	None
	1998-13	Development & Bond Agrmts. For Antique Mall (46 N. 100 E.) Kent & Tracey Meyer.	03/18/98	None
	2000-16	Agreement to vacate cross parking easements on Jenkins site – State Board of Vocational Education, Gordon A. Pace, Kent Meyer, Jay Jenkins	03/15/00	None
	2000-27	United States Postal Service Agreement for purchase of property for construction of a new Post Office	06/21/00	None
	2000-50	Agreement regarding Stoneybrook Subd. Water flows-Roy Love, Tom Owens & City (Not signed)	10/04/00	None
	2000-26	Hughes Ests. (USDS) Development & Improvements Agreements (USDS Development Group) & Improvement Agreement (Escrow Deposit form).	06/07/00	5YR.
	2004-17	Agreement for the Hunters Creek Subd.	04/07/04	3YR.
	2004-38	Assumption of Risk Agreement with Woodside homes (Hunters Creek)	07/07/04	None
	2005-08	Woodside Homes Road Agreement (Hunters Creek Subd. – Nate Pugsley)	02/16/05	None
	2005-25	Assumption of Risk Agreement with Hunters Creek (Woodside Homes)	03/24/05	None
	2005-79	Woodside Hunters Creek/SLI Commercial Real Est. Company Reimbursement Agreement (Howard Kent)	12/14/05	3YR.

Development Agreement Matrix Update 4

Agreement #	Developer	Date	Term.
2004-53	Candland Olsen Amendment #4.	09/15/04	
2004-49	Candland Olsen Amendment #3	09/01/04	
2001-62	Stonebridge Group, LLC. (Rich Haws) re-annexation of property in west Farmington (477 acres for commercial dvlp)	12/31/01	None
2007-89	Agrmt. with Nate Shipp (Palmer Est.) for sale of 5,530 sq.ft. of property.	12/11/07	
2007-81	The Village at Old Farm Dvlpmt. Agrmt. (Gardner Dvlpmt.)	11/20/07	7YR.
1995-54	1995 Riverway enhancement project Agrmt.	11/07/95	12/31/97

Removed Agreements

Development Agreement Matrix Update 4

	Agreement #	Developer	Date	Term.
Removed	2007-23	Spring Creek/Hunters Creek Subd. Improvements & Reimbursement Agreement (SLI Commercial Real Est. Co./Woodside	03/06/07	None
	2009-50	Addendum to Davis School Dist. Future High School Site	08/04/09	None
Expired	2009-25	Nicholl's Nook Dvlpmt. Agreement & Pioneering Agreement (Rod Griffin)	04/21/09	04/21/14
	2009-02	Development Agreement for North Main St. Church Subd.	01/20/09	01/20/15
	2007-81	The Village at Old Farm Development Agreement (Gardner Development)	11/20/07	11/20/14
Terminated	1997-05	City & Pointe of View L.C.	12/11/96	
	1996-36	Smith Brubaker Haacke and Perry & Associates (Cave Hollow, Plat K)	10/18/99	
	1996-13	Smoot Properties	11/06/96	



FARMINGTON CITY

SCOTT C. HARBERTSON
MAYOR

JOHN BILTON
NELSEN MICHAELSON
CORY R. RITZ
JIM TALBOT
JAMES YOUNG
CITY COUNCIL

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council

From: Dave Millheim, City Manager

Date: July 30, 2012

SUBJECT: **INTERLOCAL COOPERATION AGREEMENT BETWEEN
DAVIS COUNTY AND DAVIS COUNTY CITIES RELATING TO
THE DAVIS COUNTY COUNCIL OF GOVERNMENTS**

RECOMMENDATION

Authorize the Mayor to execute the attached interlocal cooperation agreement relating to the Davis County Council of Governments.

BACKGROUND

The County Council of Governments (COG) exists to provide recommendations on various transportation issues which cross city limit lines. In the past there was sometimes confusion as to who were authorized voting members of that body. The primary purpose of this agreement is to make clear that the various City Mayors and members of Davis County Commission are the only authorized voting members of this body.

Respectfully Submitted

Dave Millheim
City Manager

INTERLOCAL COOPERATION AGREEMENT

THIS IS AN INTERLOCAL COOPERATION AGREEMENT, made and entered into by and between DAVIS COUNTY, UTAH, a body corporate and politic of the State of Utah, and the following cities within Davis County: SUNSET, CLINTON, WEST POINT, SYRACUSE, CLEARFIELD, LAYTON, SOUTH WEBER, KAYSVILLE, FRUIT HEIGHTS, FARMINGTON, CENTERVILLE, WEST BOUNTIFUL, BOUNTIFUL, WOODS CROSS AND NORTH SALT LAKE, municipal corporations,

relating to the establishment of a DAVIS COUNTY COUNCIL OF GOVERNMENTS.

RECITALS

WHEREAS, the named Participants to this Agreement are public agencies as defined by Title 11, Chapter 13 of the Utah Code Annotated ("Interlocal Act"), and are authorized to cooperate on a mutually advantageous basis and as necessary to promote the common interests of the entities; and

WHEREAS, Utah Code Annotated Section 72-2-117.5 created a Local Transportation Corridor Preservation Fund ("Fund") to be used to purchase property for the preservation of land for the construction of highways; and

WHEREAS, the law creating the Fund provides for the use of a body known as the Council of Governments ("COG") which is a decision-making body in each county composed of the county governing body and the mayors of each municipality in the county; and

WHEREAS, the duties of COG include the establishment of prioritization and application procedures for use of the Fund, and the submission of a priority list of highway corridor preservation projects to the county's legislative body for approval; and

WHEREAS, it is necessary to create an Interlocal authority to perform the tasks required under the statute;

NOW, THEREFORE, in reliance on the stated recitals and for the mutual covenants and agreements hereafter set forth, the mutual benefits to the Participants to be derived there from, and for other valuable consideration, the receipt and sufficiency of which the Participants acknowledge, it is hereby agreed as follows:

1. **Interlocal Entity.** The Participants hereby create an Interlocal entity entitled DAVIS COUNTY COUNCIL OF GOVERNMENTS. This entity shall be made up of the members of the Davis County Commission and the Mayors of each of the cities.

2. **Purpose and Voting.** COG shall meet on a regular basis as determined by its members to consider and establish the prioritization and application procedures for the use of the Fund and submit a priority list of highway corridor preservation projects. Any action required by COG

shall require a majority vote of the members. For purposes of voting, the Davis County Commission members shall be entitled to one vote as a group and not individually.

3. Meetings and Officers. The Participants shall meet at least annually at a place determined by the Participants. Any meeting shall be subject to the provisions of Title 52, Chapter 4, Open and Public Meetings Act. During the annual meeting the Participants shall elect a Chair and a Vice-Chair. The term for each officer shall be one year. The Chair shall conduct the meetings and business of COG and the Vice-Chair shall preside when the Chair is absent. A vacancy of either the Chair or Vice-Chair shall be filled at the next meeting of COG.

4. Authority and Costs. COG shall have the authority to enter into agreements with other governmental organizations for the purpose of completing the tasks required of it. Each Participant shall be responsible for its own costs of any action done pursuant to this Agreement, and for any financing of such costs.

5. Liability. All Participants are governmental entities under the Governmental Immunity Act of Utah, Section 63G-7-101, et seq. of the Utah Code Annotated. Consistent with the terms of this Act, it is mutually agreed that each Participant is responsible and liable for its own wrongful or negligent acts which it commits or which are committed by its agents, officials, or employees. None of the Participants waive any defenses otherwise available under the Governmental Immunity Act.

6. Interlocal Cooperation Act Requirements. In satisfaction of the requirements of the Interlocal Act, and in connection with this Agreement, the Participants agree as follows:

- a. This Agreement shall be authorized by resolution of the legislative body of the County and each City, all as required by Section 11-13-202.5 of the Interlocal Act.
- b. This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Participant, in accordance with Section 11-13-202.5 of the Interlocal Act.
- c. COG shall have the powers and duties enumerated under Section 11-3-204 of the Interlocal Act which may be exercised as required by the action of the
- d. A duly executed original counterpart of this Agreement shall be filed with the keeper of the records of each Participant pursuant to Section 11-14-209 of the Interlocal Act.

7. Amendments. This Agreement may be amended, changed, modified or altered only by an instrument in writing which shall be approved by the legislative body of each Participant and executed by the authorized official of each of the Participants after having been submitted to an attorney for each Participant that is authorized to represent said Participant for review as to proper form and compliance with applicable law.

8. Governing Law. This Agreement shall be governed by the laws of the State of Utah as to interpretation and performance.

9. **Term of Agreement.** This Agreement shall take effect upon approval by all Participants, and shall terminate fifty (50) years from the effective date of the Agreement unless earlier terminated by agreement of the Participants.

10. **Entire Agreement.** This Agreement contains the entire agreement between the Participants with respect to the subject matter hereof, and no statements, promises, or inducements made by either Participant or agents for either Participant that are not contained in this written Agreement shall be binding or valid; and this Agreement may not be enlarged, modified, or altered except in writing, and signed by the Participants.

WHEREFORE, the Participants hereto have caused this Agreement to be duly authorized and executed by the County and each City on the date specified on the respective signature pages.

(The Remainder of this Page Intentionally left Blank)

SIGNATURE PAGE FOR FARMINGTON CITY
TO
INTERLOCAL COOPERATION AGREEMENT FOR THE ESTABLISHMENT OF
DAVIS COUNTY COUNCIL OF GOVERNMENTS

FARMINGTON CITY

Mayor

ATTEST:

City Recorder

Reviewed as to form and compatibility with the laws
of the State of Utah

City Attorney



FARMINGTON CITY

SCOTT C. HARBERTSON
MAYOR

JOHN BILTON
NELSEN MICHAELSON
CORY R. RITZ
JIM TALBOT
JAMES YOUNG
CITY COUNCIL

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council

From: Christy Alexander, Associate City Planner

Date: August 7, 2012

SUBJECT: APPROVAL OF A FINAL PLAT & WAIVER OF OPEN SPACE FOR THE
SPRING CREEK ESTATES PHASE 7 SUBDIVISION

RECOMMENDATION

Approve the attached final plat for the Spring Creek Estates Phase 7 Subdivision (2 lots) located at approximately 1800 West and 575 North and grant a waiver of open space for lot 701, subject to the conditions and findings as set forth in the attached Planning Commission Staff Report.

BACKGROUND

The applicant, Howard Kent/SLI Real Estate, is requesting Final Plat approval for a minor 2-lot conservation subdivision on property located at approximately 1800 West and 575 North. The proposed Final Plat contains a total of 2 lots on .95 acre of property. The underlying zone for this property is an AE zone. Howard Kent is proposing his last phase for the Spring Creek Estates Conservation Subdivision adjacent to the Spring Creek Phases 3-C, 4, 5, & 6 Subdivisions that are currently under construction to the northwest. Since the number of lots does not exceed 10 and no roads are being dedicated, the approval process consists of a Schematic Plan and Final Plat. The Planning Commission recommends the Final Plat for approval.

The Schematic Plan is considered approved by the City Council in the previous development phases since staff had asked to leave these 2 lots off of previous plats until issues with wetlands on those properties were resolved. The wetland issues have been resolved and there are no issues found at Final Plat level. The Planning Commission voted unanimously on July 26, 2012 to recommend the Final Plat for approval. The only issue that needs to be considered with the Final Plat is that lot 701 was part of the

applicant's open space and as was done in Phase 6, the applicant is requesting a waiver to build one more lot within the Phase 4 cul-de-sac. The applicant has enough lots left from his yield plan to build one more lot here. The Council will need to waive that open space concurrent with the Final Plat approval.

Respectfully Submitted

A handwritten signature in black ink, appearing to read "Christy Alexander", written in a cursive style.

Christy J. Alexander
Associate City Planner

Review & Concur

A handwritten signature in blue ink, appearing to read "Dave Millheim", written in a cursive style.

Dave Millheim
City Manager



Planning Commission Staff Report July 26, 2012

Item 5: Final Plat for the Spring Creek Estates Phase 7 Conservation Subdivision

Public Hearing:	No
Application No.:	S-10-12
Property Address:	Approximately 1800 West and 575 North
General Plan Designation:	Rural Residential Density (RRD)
Zoning Designation:	Agricultural Estates (AE)
Area:	.95 acre
Number of Lots:	2
Property Owner:	Howard Kent/SLI Real Estate
Agent:	Howard Kent/SLI Real Estate

Request: *Applicant is requesting a recommendation for Final Plat approval for the Spring Creek Estates Phase 7 Conservation Subdivision.*

Background Information

The applicant, Howard Kent/SLI Real Estate, is requesting Final Plat approval for a minor 2-lot conservation subdivision on property located at approximately 1800 West and 575 North. The proposed Final Plat contains a total of 2 lots on .95 acre of property. The underlying zone for this property is an AE zone. Northstar Homes is proposing a conservation subdivision adjacent to the Spring Creek Phases 3-C, 4, 5, & 6 Subdivision that is currently under construction to the northwest. Since the number of lots does not exceed 10, the approval process consists of a Schematic Plan and Final Plat. The Planning Commission recommends the Final Plat for approval.

The Schematic Plan is considered approved by the City Council in the previous development phases since staff had asked to leave these 2 lots off of previous plats until issues with wetlands on those properties were resolved. The wetland issues have been resolved and there are no issues found at Final Plat level.

Suggested Motion:

Move that the Planning Commission recommends that the City Council approve the Final Plat for the Spring Creek Estates Phase 7 Conservation Subdivision subject to all applicable Farmington City ordinances and development standards and the following conditions:

1. The applicant continues to work with the City and other agencies to any outstanding issues remaining with regard to the Final Plat;
2. The applicant must comply with all provisions of the development agreement;
3. The applicant must receive approval of the Final Plat from the City Council in order to record the proposed subdivision.

Findings for Approval:

1. The proposed Final Plat is consistent with the previously approved Schematic Plan.
2. The proposed subdivision meets all the requirements for approval of a Final Plat.

Supplemental Information

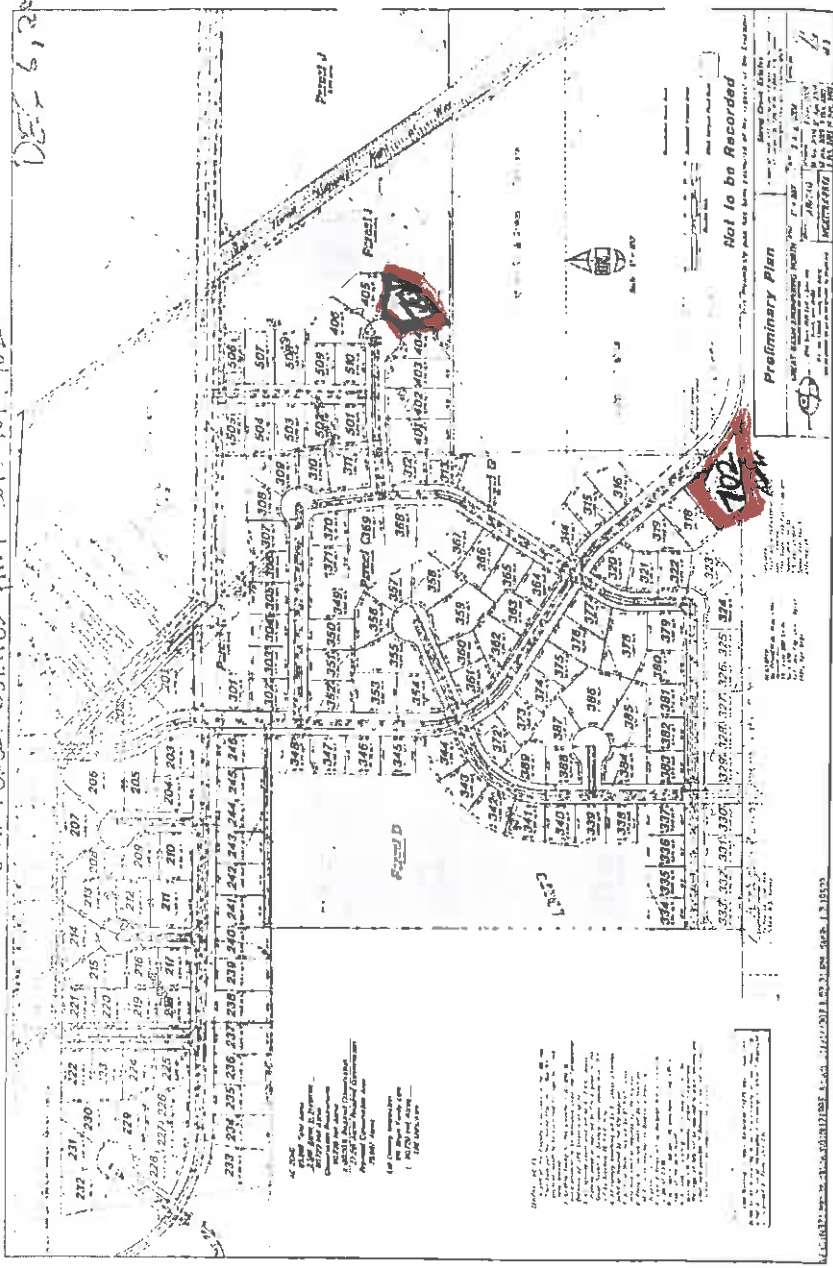
1. Vicinity Map
2. Spring Creek Estates Phase 7 Conservation Subdivision Final Plat

Applicable Ordinances

1. Title 12, Chapter 5 – Minor Subdivisions
2. Title 12, Chapter 7 – General Requirements for All Subdivisions
3. Title 11, Chapter 10 – Agricultural Zones
4. Title 11, Chapter 12 – Conservation Subdivisions

40219-331

201.6 101.510 - LIND SALVAGE RECOGNITION



Preliminary Plan
Not to be Recorded

40219-331

201.6 101.510 - LIND SALVAGE RECOGNITION



FARMINGTON CITY

SCOTT C. HARBERTSON
MAYOR

JOHN BILTON
NELSEN MICHAELSON
CORY R. RITZ
JIM TALBOT
JAMES YOUNG
CITY COUNCIL

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council

From: Christy Alexander, Associate City Planner

Date: August 7, 2012

SUBJECT: APPROVAL OF A FINAL PLAT & FINAL PUD MASTER PLAN FOR THE CHESTNUT FARMS PUD PHASE 2 SUBDIVISION

RECOMMENDATION

Approve the attached final plat and final PUD master plan for the Chestnut Farms PUD Phase 2 Subdivision (16 lots) located at approximately 375 South and 1350 West, subject to the conditions and findings as set forth in the attached Planning Commission Staff Report.

BACKGROUND

The applicant, Symphony Homes, is requesting Final Plat & Final PUD Master Plan approval for a major 16-lot PUD subdivision on property located at approximately 375 South and 1350 West. The proposed Final Plat is Phase 2 and contains a total of 16 lots on 9.915 acres of property. The underlying zone for this property is an AE (PUD) zone. Symphony Homes is proposing to continue with a PUD subdivision adjacent to their existing Chestnut Farms PUD Subdivision Phase 1. Since the number of lots exceeds 10, the approval process consists of a Schematic Plan, Preliminary Plat and Final Plat.

The Schematic Plan was approved by City Council on April 17, 2012 and the Preliminary Plat was approved by the Planning Commission on June 14, 2012. The Planning Commission voted unanimously on July 26, 2012 to recommend the Final Plat for approval. The only issues found at Final Plat level that is acceptable but still need to be completed is that 1) the applicant must provide signed documentation of secondary water shares prior to recording the plat; 2) the applicant must provide a landscaping plan for the open space parcels; 3) the applicant must provide elevations for the homes in

Phase 2; 4) the HOA shall be required to maintain the land drains located in the backs of lots.

Respectfully Submitted

A handwritten signature in black ink, appearing to read "Christy Alexander", with a stylized flourish at the end.

Christy J. Alexander
Associate City Planner

Review & Concur

A handwritten signature in blue ink, appearing to read "Dave Millheim", with a stylized flourish at the end.

Dave Millheim
City Manager



Planning Commission Staff Report July 26, 2012

Item 4: Final Plat & Final PUD Master Plan for the Chestnut Farms PUD Subdivision Phase 2

Public Hearing:	No
Application No.:	S-16-11
Property Address:	Approximately 375 South and 1350 West
General Plan Designation:	RRD (Rural Residential Density)
Zoning Designation:	AE-PUD (Agricultural Estates-Planned Unit Development)
Area:	9.91 Acres
Number of Lots:	16
Property Owner:	Rm & Br Holdings LLC/Cathcart, Terry & Jamie/Benson, Brad/Williams, Kenneth E. Trust
Agent:	Symphony Homes LLC/Robert Miller

Request: *Applicant is requesting a recommendation for Final Plat approval for the Chestnut Farms PUD Subdivision Phase 2.*

Background Information

The applicant, Symphony Homes, is requesting Final Plat approval for a major 16-lot PUD subdivision on property located at approximately 375 South and 1350 West. The proposed Final Plat is Phase 2 and contains a total of 16 lots on 9.915 acres of property. The underlying zone for this property is an AE (PUD) zone. Symphony Homes is proposing to continue with a PUD subdivision adjacent to their existing Chestnut Farms PUD Subdivision Phase 1. Since the number of lots exceeds 10, the approval process consists of a Schematic Plan, Preliminary Plat and Final Plat. The Planning Commission recommends the Final Plat for approval.

The Schematic Plan was approved by City Council on April 17, 2012 and the Preliminary Plat was approved by the Planning Commission on June 14, 2012. The only issue found at Final Plat level that is acceptable but still needs to be completed is that the applicant must provide signed documentation of secondary water shares prior to recording the plat.

Suggested Motion:

Move that the Planning Commission recommends that the City Council approve the Final Plat and Final PUD Master Plan for the Chestnut Farms Phase 2 P.U.D. Subdivision subject to all applicable Farmington City ordinances and development standards and the following conditions:

1. The applicant continues to work with the City and other agencies to address any outstanding issues remaining with regard to the Final Plat;
2. The applicant must receive approval of the Final Plat from the City Council in order to record the proposed subdivision;
3. The applicant must show signed documentation of secondary water shares prior to recording the plat.

Findings for Approval:

1. The proposed Final Plat is consistent with the previously approved Schematic Plan and Preliminary Plat.
2. The proposed subdivision meets all the requirements for approval of a Final Plat.

Supplemental Information

1. Vicinity Map
2. Chestnut Farms Phase 2 PUD Final Plat

Applicable Ordinances

1. Title 12, Chapter 6 – Major Subdivisions
2. Title 12, Chapter 7 – General Requirements for All Subdivisions
3. Title 11, Chapter 10 – Agricultural Zones
4. Title 11, Chapter 27 – Planned Unit Developments

[illegible]

101-102-103-104-105-106-107-108-109-110-111-112-113-114-115-116-117-118-119-120-121-122-123-124-125-126-127-128-129-130-131-132-133-134-135-136-137-138-139-140-141-142-143-144-145-146-147-148-149-150-151-152-153-154-155-156-157-158-159-160-161-162-163-164-165-166-167-168-169-170-171-172-173-174-175-176-177-178-179-180-181-182-183-184-185-186-187-188-189-190-191-192-193-194-195-196-197-198-199-200-201-202-203-204-205-206-207-208-209-210-211-212-213-214-215-216-217-218-219-220-221-222-223-224-225-226-227-228-229-230-231-232-233-234-235-236-237-238-239-240-241-242-243-244-245-246-247-248-249-250-251-252-253-254-255-256-257-258-259-260-261-262-263-264-265-266-267-268-269-270-271-272-273-274-275-276-277-278-279-280-281-282-283-284-285-286-287-288-289-290-291-292-293-294-295-296-297-298-299-300-301-302-303-304-305-306-307-308-309-310-311-312-313-314-315-316-317-318-319-320-321-322-323-324-325-326-327-328-329-330-331-332-333-334-335-336-337-338-339-340-341-342-343-344-345-346-347-348-349-350-351-352-353-354-355-356-357-358-359-360-361-362-363-364-365-366-367-368-369-370-371-372-373-374-375-376-377-378-379-380-381-382-383-384-385-386-387-388-389-390-391-392-393-394-395-396-397-398-399-400-401-402-403-404-405-406-407-408-409-410-411-412-413-414-415-416-417-418-419-420-421-422-423-424-425-426-427-428-429-430-431-432-433-434-435-436-437-438-439-440-441-442-443-444-445-446-447-448-449-450-451-452-453-454-455-456-457-458-459-460-461-462-463-464-465-466-467-468-469-470-471-472-473-474-475-476-477-478-479-480-481-482-483-484-485-486-487-488-489-490-491-492-493-494-495-496-497-498-499-500-501-502-503-504-505-506-507-508-509-510-511-512-513-514-515-516-517-518-519-520-521-522-523-524-525-526-527-528-529-530-531-532-533-534-535-536-537-538-539-540-541-542-543-544-545-546-547-548-549-550-551-552-553-554-555-556-557-558-559-560-561-562-563-564-565-566-567-568-569-570-571-572-573-574-575-576-577-578-579-580-581-582-583-584-585-586-587-588-589-590-591-592-593-594-595-596-597-598-599-600-601-602-603-604-605-606-607-608-609-610-611-612-613-614-615-616-617-618-619-620-621-622-623-624-625-626-627-628-629-630-631-632-633-634-635-636-637-638-639-640-641-642-643-644-645-646-647-648-649-650-651-652-653-654-655-656-657-658-659-660-661-662-663-664-665-666-667-668-669-670-671-672-673-674-675-676-677-678-679-680-681-682-683-684-685-686-687-688-689-690-691-692-693-694-695-696-697-698-699-700-701-702-703-704-705-706-707-708-709-710-711-712-713-714-715-716-717-718-719-720-721-722-723-724-725-726-727-728-729-730-731-732-733-734-735-736-737-738-739-740-741-742-743-744-745-746-747-748-749-750-751-752-753-754-755-756-757-758-759-760-761-762-763-764-765-766-767-768-769-770-771-772-773-774-775-776-777-778-779-780-781-782-783-784-785-786-787-788-789-790-791-792-793-794-795-796-797-798-799-800-801-802-803-804-805-806-807-808-809-810-811-812-813-814-815-816-817-818-819-820-821-822-823-824-825-826-827-828-829-830-831-832-833-834-835-836-837-838-839-840-841-842-843-844-845-846-847-848-849-850-851-852-853-854-855-856-857-858-859-860-861-862-863-864-865-866-867-868-869-870-871-872-873-874-875-876-877-878-879-880-881-882-883-884-885-886-887-888-889-890-891-892-893-894-895-896-897-898-899-900-901-902-903-904-905-906-907-908-909-910-911-912-913-914-915-916-917-918-919-920-921-922-923-924-925-926-927-928-929-930-931-932-933-934-935-936-937-938-939-940-941-942-943-944-945-946-947-948-949-950-951-952-953-954-955-956-957-958-959-960-961-962-963-964-965-966-967-968-969-970-971-972-973-974-975-976-977-978-979-980-981-982-983-984-985-986-987-988-989-990-991-992-993-994-995-996-997-998-999-1000-1001-1002-1003-1004-1005-1006-1007-1008-1009-1010-1011-1012-1013-1014-1015-1016-1017-1018-1019-1020-1021-1022-1023-1024-1025-1026-1027-1028-1029-1030-1031-1032-1033-1034-1035-1036-1037-1038-1039-1040-1041-1042-1043-1044-1045-1046-1047-1048-1049-1050-1051-1052-1053-1054-1055-1056-1057-1058-1059-1060-1061-1062-1063-1064-1065-1066-1067-1068-1069-1070-1071-1072-1073-1074-1075-1076-1077-1078-1079-1080-1081-1082-1083-1084-1085-1086-1087-1088-1089-1090-1091-1092-1093-1094-1095-1096-1097-1098-109

[illegible]

• SET/250 COMPANY
• SET STREET WORKMAN
• SET 5/8" RIGID AND PLASTIC ON
STANDARD RENT & ASSOCIATES
• (40) AMERICAN

[illegible]

ADDRESS	DATE	TIME	REMARKS
100	10/10/10	10:00	100
101	10/10/10	10:00	101
102	10/10/10	10:00	102
103	10/10/10	10:00	103
104	10/10/10	10:00	104
105	10/10/10	10:00	105
106	10/10/10	10:00	106
107	10/10/10	10:00	107
108	10/10/10	10:00	108
109	10/10/10	10:00	109
110	10/10/10	10:00	110
111	10/10/10	10:00	111
112	10/10/10	10:00	112
113	10/10/10	10:00	113
114	10/10/10	10:00	114
115	10/10/10	10:00	115
116	10/10/10	10:00	116
117	10/10/10	10:00	117
118	10/10/10	10:00	118
119	10/10/10	10:00	119
120	10/10/10	10:00	120
121	10/10/10	10:00	121
122	10/10/10	10:00	122
123	10/10/10	10:00	123
124	10/10/10	10:00	124
125	10/10/10	10:00	125
126	10/10/10	10:00	126
127	10/10/10	10:00	127
128	10/10/10	10:00	128
129	10/10/10	10:00	129
130	10/10/10	10:00	130
131	10/10/10	10:00	131
132	10/10/10	10:00	132
133	10/10/10	10:00	133
134	10/10/10	10:00	134
135	10/10/10	10:00	135
136	10/10/10	10:00	136
137	10/10/10	10:00	137
138	10/10/10	10:00	138
139	10/10/10	10:00	139
140	10/10/10	10:00	140
141	10/10/10	10:00	141
142	10/10/10	10:00	142
143	10/10/10	10:00	143
144	10/10/10	10:00	144
145	10/10/10	10:00	145
146	10/10/10	10:00	146
147	10/10/10	10:00	147
148	10/10/10	10:00	148
149	10/10/10	10:00	149
150	10/10/10	10:00	150
151	10/10/10	10:00	151
152	10/10/10	10:00	152
153	10/10/10	10:00	153
154	10/10/10	10:00	154
155	10/10/10	10:00	155
156	10/10/10	10:00	156
157	10/10/10	10:00	157
158	10/10/10	10:00	158
159	10/10/10	10:00	159
160	10/10/10	10:00	160
161	10/10/10	10:00	161
162	10/10/10	10:00	162
163	10/10/10	10:00	163
164	10/10/10	10:00	164
165	10/10/10	10:00	165
166	10/10/10	10:00	166
167	10/10/10	10:00	167
168	10/10/10	10:00	168
169	10/10/10	10:00	169
170	10/10/10	10:00	170
171	10/10/10	10:00	171
172	10/10/10	10:00	172
173	10/10/10	10:00	173
174	10/10/10	10:00	174
175	10/10/10	10:00	175
176	10/10/10	10:00	176
177	10/10/10	10:00	177
178	10/10/10	10:00	178
179	10/10/10	10:00	179
180	10/10/10	10:00	180</

0.001	0.001
0.002	0.002
0.003	0.003
0.004	0.004
0.005	0.005
0.006	0.006
0.007	0.007
0.008	0.008
0.009	0.009
0.010	0.010
0.011	0.011
0.012	0.012
0.013	0.013
0.014	0.014
0.015	0.015
0.016	0.016
0.017	0.017
0.018	0.018
0.019	0.019
0.020	0.020
0.021	0.021
0.022	0.022
0.023	0.023
0.024	0.024
0.025	0.025
0.026	0.026
0.027	0.027
0.028	0.028
0.029	0.029
0.030	0.030
0.031	0.031
0.032	0.032
0.033	0.033
0.034	0.034
0.035	0.035
0.036	0.036
0.037	0.037
0.038	0.038
0.039	0.039
0.040	0.040
0.041	0.041
0.042	0.042
0.043	0.043
0.044	0.044
0.045	0.045
0.046	0.046
0.047	0.047
0.048	0.048
0.049	0.049
0.050	0.050
0.051	0.051
0.052	0.052
0.053	0.053
0.054	0.054
0.055	0.055
0.056	0.056
0.057	0.057
0.058	0.058
0.059	0.059
0.060	0.060
0.061	0.061
0.062	0.062
0.063	0.063
0.064	0.064
0.065	0.065
0.066	0.066
0.067	0.067
0.068	0.068
0.069	0.069
0.070	0.070
0.071	0.071
0.072	0.072
0.073	0.073
0.074	0.074
0.075	0.075
0.076	0.076
0.077	0.077
0.078	0.078
0.079	0.079
0.080	0.080
0.081	0.081
0.082	0.082
0.083	0.083
0.084	0.084
0.085	0.085
0.086	0.086
0.087	0.087
0.088	0.088
0.089	0.089
0.090	0.090
0.091	0.091
0.092	0.092
0.093	0.093
0.094	0.094
0.095	0.095
0.096	0.096
0.097	0.097
0.098	0.098
0.099	0.099
0.100	0.100

NAME DESCRIBED AS

QUAD: 18 CORNER OF S
S 27 48 31' W 203.34 FT
66° W 122.94 FT 1461

Questa è la mia casa
Questa è la mia casa
Questa è la mia casa

СРЕДНЕ

CINITY MAP

1986

[illegible]

22	40	21	40
23	24	10	10
24	11	10	10
25	11	10	10
26	11	10	10
27	11	10	10
28	11	10	10
29	11	10	10
30	11	10	10
31	11	10	10
32	11	10	10
33	11	10	10
34	11	10	10
35	11	10	10
36	11	10	10
37	11	10	10
38	11	10	10
39	11	10	10
40	11	10	10
41	11	10	10
42	11	10	10
43	11	10	10
44	11	10	10
45	11	10	10
46	11	10	10
47	11	10	10
48	11	10	10
49	11	10	10
50	11	10	10
51	11	10	10
52	11	10	10
53	11	10	10
54	11	10	10
55	11	10	10
56	11	10	10
57	11	10	10
58	11	10	10
59	11	10	10
60	11	10	10
61	11	10	10
62	11	10	10
63	11	10	10
64	11	10	10
65	11	10	10
66	11	10	10
67	11	10	10
68	11	10	10
69	11	10	10
70	11	10	10
71	11	10	10
72	11	10	10
73	11	10	10
74	11	10	10
75	11	10	10
76	11	10	10
77	11	10	10
78	11	10	10
79	11	10	10
80	11	10	10
81	11	10	10
82	11	10	10
83	11	10	10
84	11	10	10
85	11	10	10
86	11	10	10
87	11	10	10
88	11	10	10
89	11	10	10
90	11	10	10
91	11	10	10
92	11	10	10
93	11	10	10
94	11	10	10
95	11	10	10
96	11	10	10
97	11	10	10
98	11	10	10
99	11	10	10
100	11	10	10

1 SPECS.

15 511 51
20 300 51
15 511 51

RECEIVED
JAN 10 1964

1. 1.0000

PLANNING COMMISSION APPROVAL

1995-1996

[illegible]

84-13-17

[illegible]

REC-20

DATE OF RECEIPT

DATE _____

R

1978 05 11

2

DATE 1 MAR 1965 PAGE 10

DATE	11/24/2011
------	------------

W. H. & Associates, Inc.

1. **Product Name:** [Product Name]
 2. **Product Code:** [Product Code]
 3. **Product Description:** [Product Description]
 4. **Product Category:** [Product Category]
 5. **Product Price:** [Product Price]
 6. **Product Weight:** [Product Weight]
 7. **Product Dimensions:** [Product Dimensions]
 8. **Product Material:** [Product Material]
 9. **Product Color:** [Product Color]
 10. **Product Image:** [Product Image]

CITY COUNCIL AGENDA

For Council Meeting:
August 7, 2012

**S U B J E C T: Funding for 1500 Gallon Water Tender Truck Completion during this
Years Fiscal Period.**

ACTION TO BE CONSIDERED:

See Staff Report

GENERAL INFORMATION:

See enclosed staff report prepared by Chief Guido Smith.

NOTE: Appointments must be scheduled 14 days prior to Council Meetings; discussion items should be submitted 7 days prior to Council meeting.

FARMINGTON CITY FIRE DEPARTMENT

82 North 100 East
P.O. Box 160
Farmington, Utah 84025
Tel. (801) 451-2842
Fax (801) 451-7865



THE DESIRE TO SERVE THE COURAGE TO ACT THE ABILITY TO PERFORM

CITY COUNCIL STAFF REPORT

To: Mayor and City Council

From: Guido Smith, Fire Chief

Date: July 3, 2012

Subject: APPROVE FUNDING FOR 1500 GALLON WATER TENDER TRUCK COMPLETION DURING THIS YEARS FISCAL PERIOD.

RECOMMENDATION

Direct staff to complete the 1500 gallon water tender truck acquired through the Federal Excess Property Program (FEPP). Cost for new 1500 gallon tank, pump unit and installation w/ warranty \$30,000. This will be an off cycle budget amendment to the general fund – fund balance.

BACKGROUND

During FY 2012 Farmington City Fire Department was awarded several vehicles and trailers to include two 5-ton (M939) 6x6 military vehicles as a result of the Federal Excess Property Program (FEPP). In May 2012 the first of the two trucks (TENDER-71) was placed in-service with a used 1500 gallon tank and pump salvaged from previous (retired) tender. In June 2012, the Fire Department identified the need for the completion of the 2nd tender based on interface fire potentials and proposed a budget of \$30,000 to complete the 2nd truck (TENDER-711). At that time, it was decided to hold-off and complete the tender project during the FY2014 budget cycle and to have the truck painted and equipped with signaling devices during this years (FY2013) budget cycle for \$5,000. This would place Tneder-711 in-service August 2013.

Currently, we are experiencing one of the hottest and driest seasons recorded in decades with wildland and interface fires at a record high throughout the state. Since the beginning of this year's fire season, Farmington Fire has been requested and/or responded to multiple brush incidents (40+) with at least 30% of them requiring large water supply and suppression capabilities. If approved, we would be able to place Tender 711 in-service prior to the end of this fire season while ensuring its availability at the beginning of next year's fire season.

FUNDING:

The \$30,000 needed for Water Tender project completion would come from the cities reserve fund.

Cost to benefit statement:

Two complete 1500 gallon 6x6 tenders provide our community with at least \$300,000 of operational value.

Actual projected investment cost for completed tenders = \$40,000.

Please find attached documents:

1. Picture of Tender-71
2. Copy of bid from Apparatus Equipment & Service Inc.

Respectfully Submitted,



Guido Smith
Fire Chief

Reviewed & Concur



Dave Millheim
City Manager





Apparatus Equipment & Service, Inc.

969 West 2100 South

Salt Lake, UT 84119

801-886-0600 Fax 801-886-0615

Date: 2/9/2012

Customer Information

Farmington Fire Department

Shipping Information

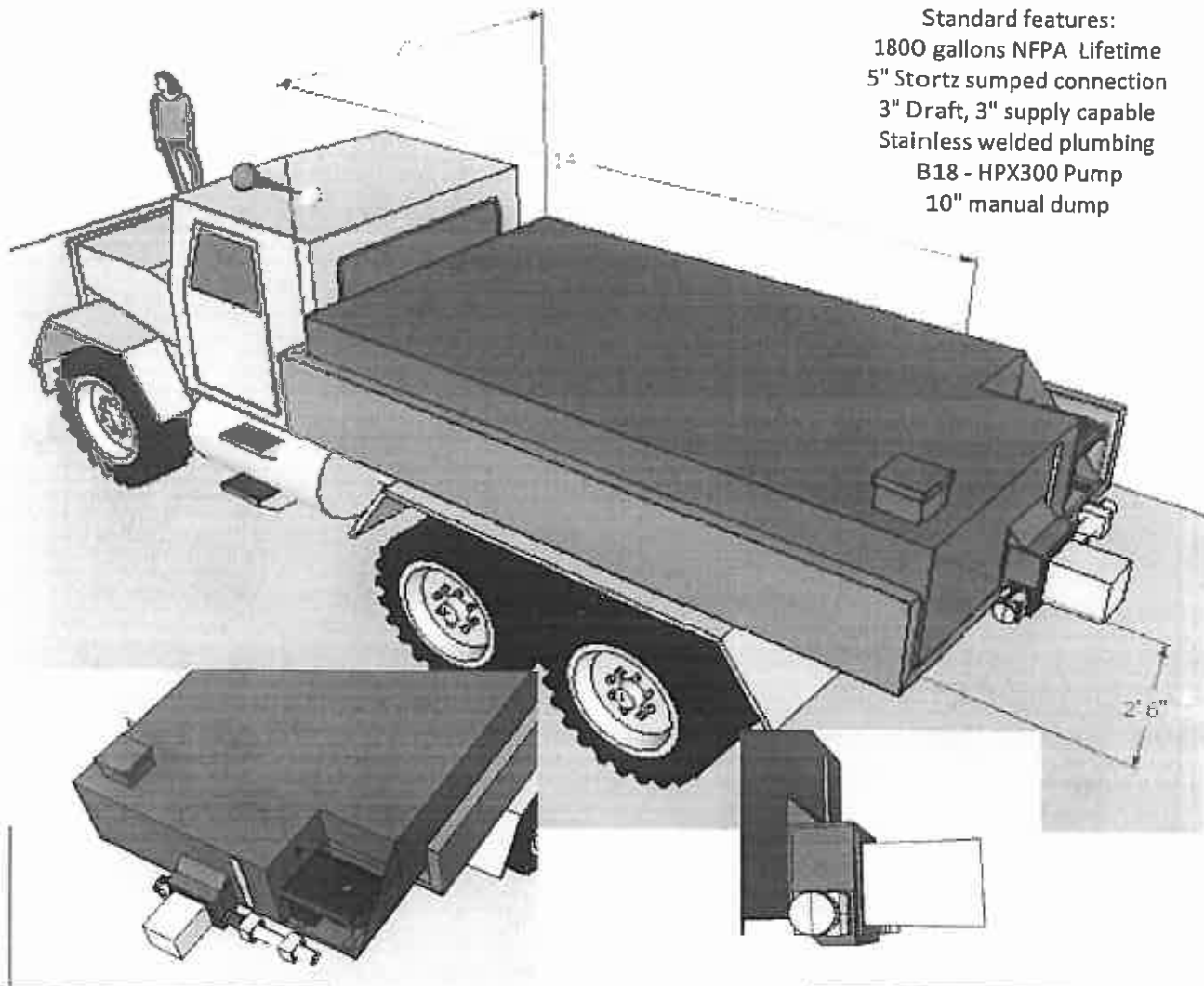
Farmington Fire Department

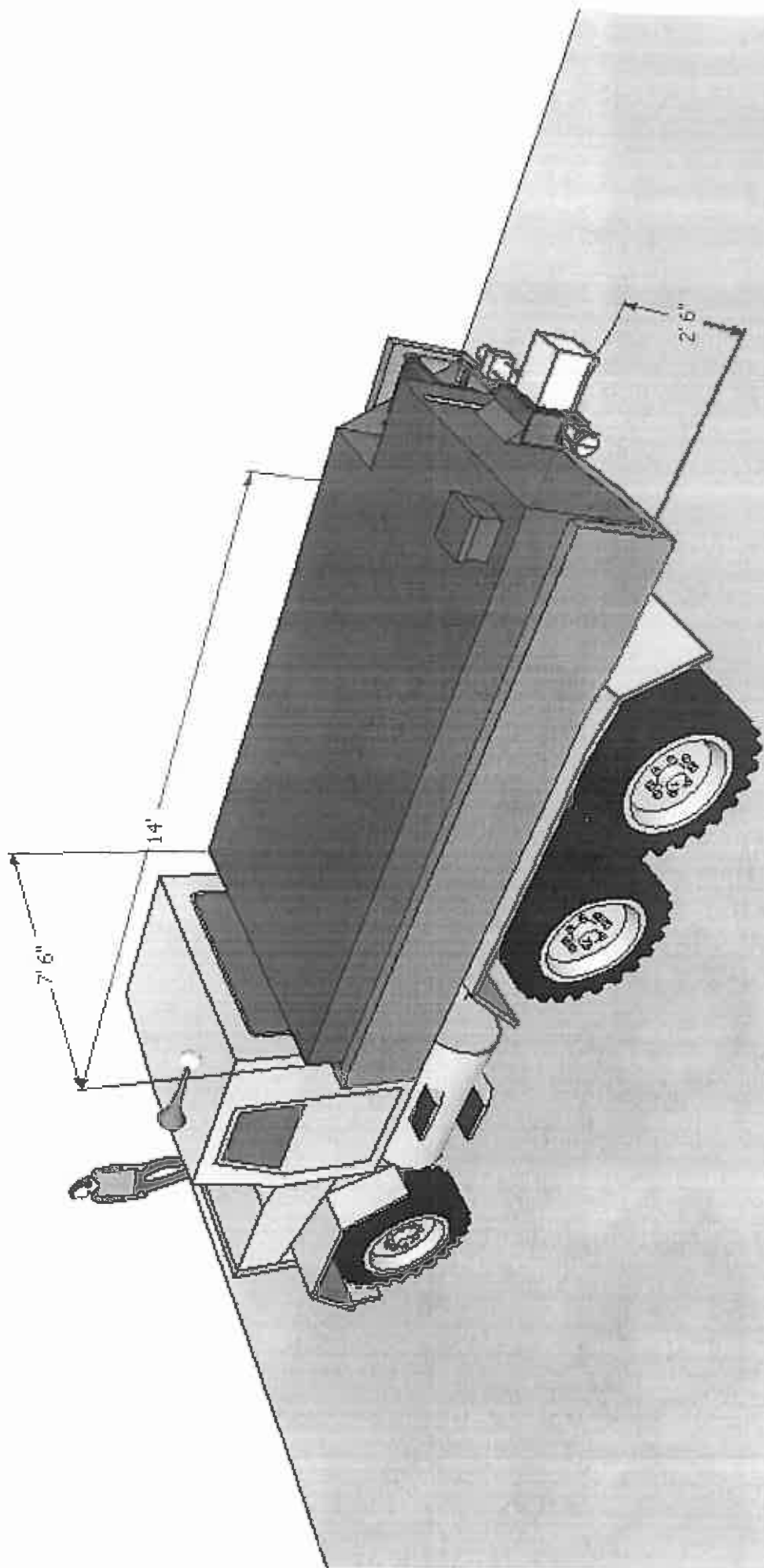
Quote for NFD Brush Truck

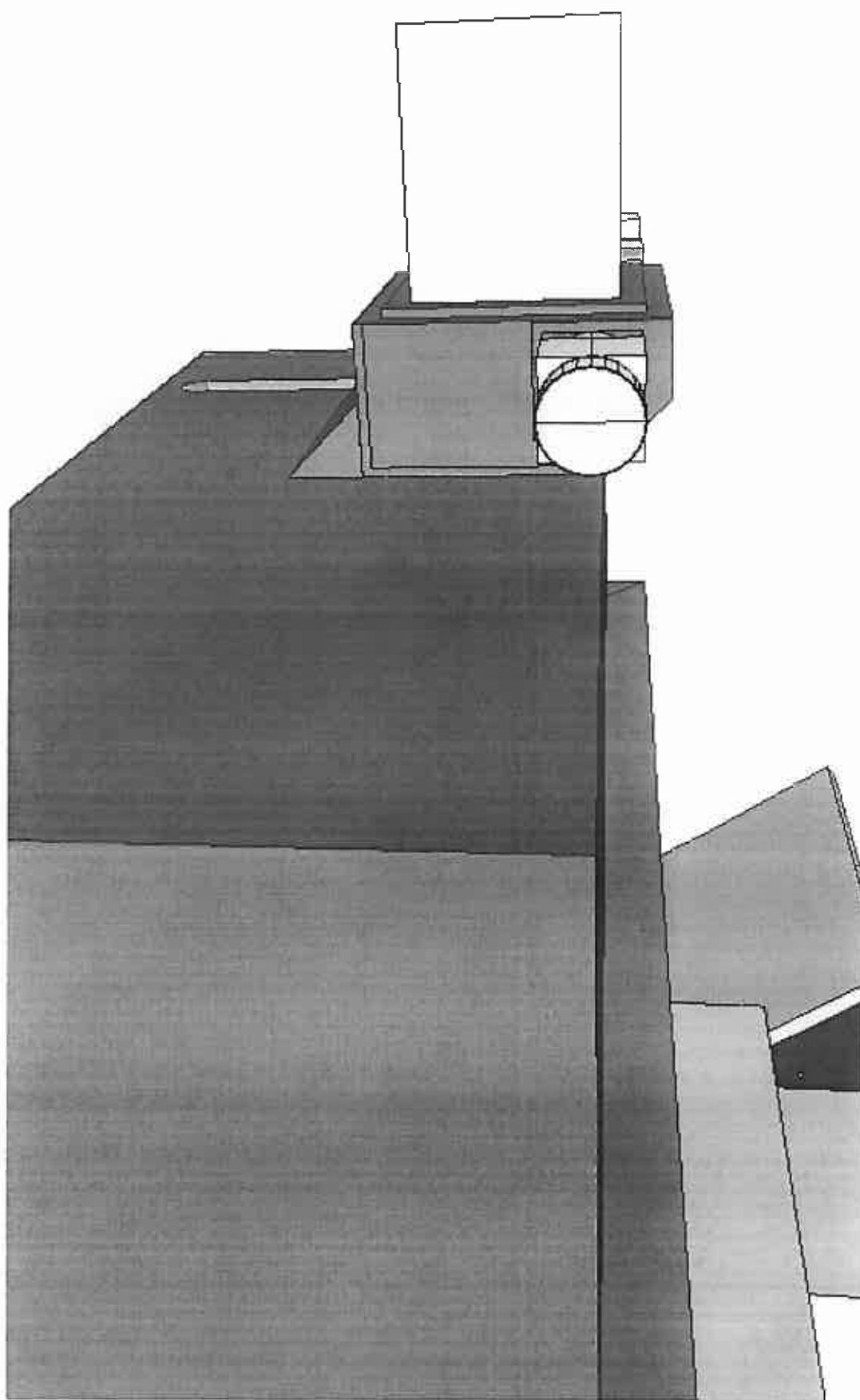
Qty	Item	Description	Unit Price
1	Supplied	Military Chassis	\$0.00
1	AES FA-SK1800P	Fire Attack 1800 gallon B18/300 skid package	\$29,664.00
		AES Fire Attack Chassis Conversion package	\$363.75
		AES Fire Attack Body package	\$0.00
			\$30,027.75

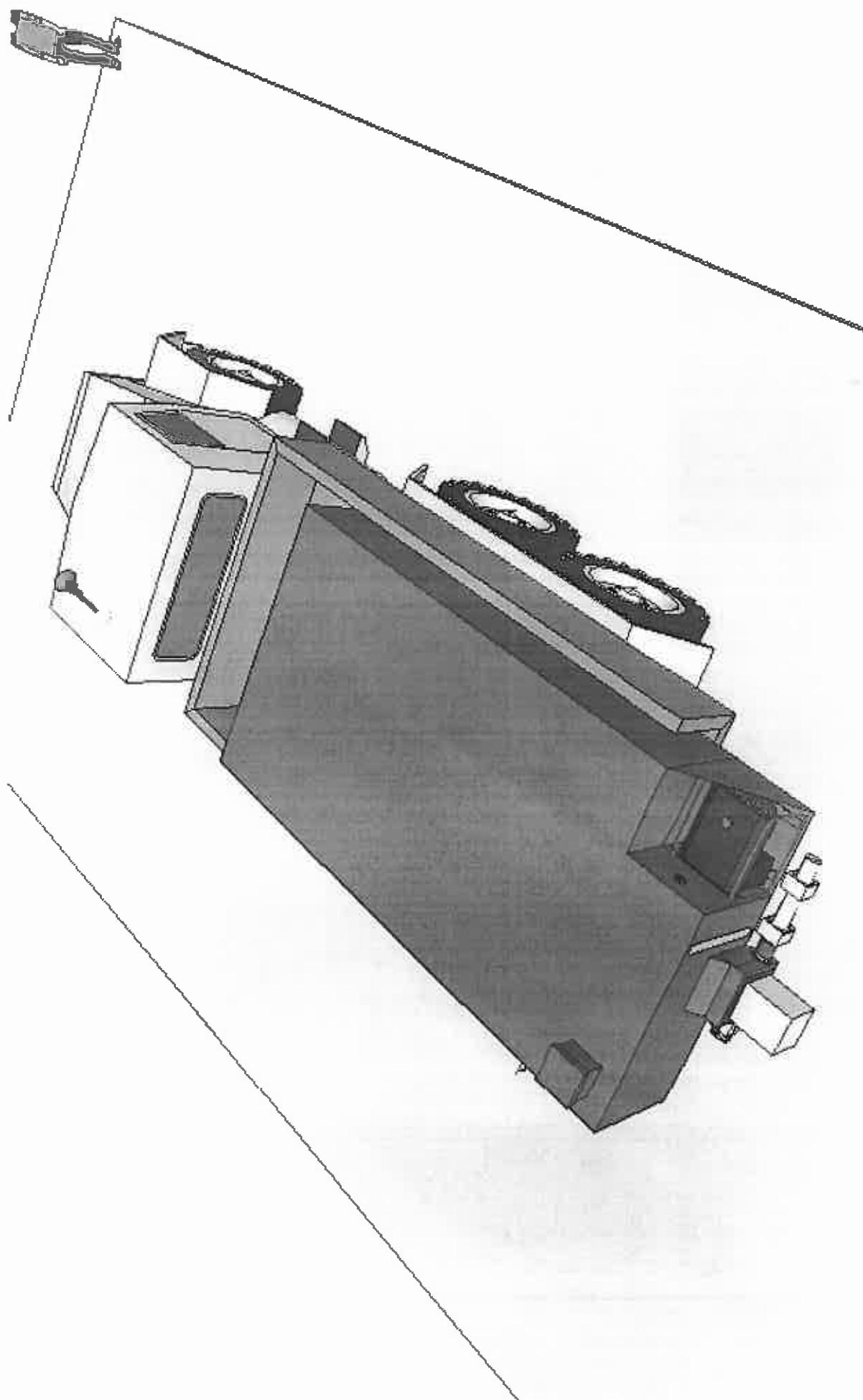
Standard features:

- 1800 gallons NFPA Lifetime
- 5" Stortz sumped connection
- 3" Draft, 3" supply capable
- Stainless welded plumbing
- B18 - HPX300 Pump
- 10" manual dump











HP300 Series Pumps B18 Briggs & Stratton Engines

390 GPM @ 25 PSI • 360 GPM @ 50 PSI • 245 GPM @ 75 PSI • 120 GPM @ 100 PSI

Features and Benefits

- Rotating Discharge Valve — Quick and easy hose layout
- Full Instrumentation — Instrument panel shipped loose for remote mounting ("X" versions)
- Superior Performance—High pump efficiency
- Briggs & Stratton Vanguard Engine—Quiet and powerful
- Exclusive bank clamp design — Quick and easy access for maintenance and repairs

HP300 Series Pumps come in a number of variations to suit your needs and situation. The compact and lightweight Transportable series is available with an ergonomic wraparound frame or with foldaway handles. The MaxStream Series is conveniently designed for easy installation by truck builders and is available either with or without a built in base fuel tank.

Power is provided by the respected Briggs and Stratton Vanguard engine. The Vanguard power comes from a reliable state-of-the-art, air cooled, 18 BHP, V-twin, Overhead Valve (OHV) engine. The overhead valve design delivers more power than conventionally designed side-valve engines. It has an electric start with recoil backup to ensure starting under all conditions.

Product	Length	Width	Height	Weight
HPT300	27-5/8"	19-1/4"	20-1/4"	176 lbs
HPW300	28"	18-3/4"	21-15/16"	198 lbs
HPX300	21"	18"	20"	162 lbs
HPXB300	25"	17-1/2"	20"	174 lbs

HPX-300 MaxStream without Base Fuel Tank



HPXB-300 MaxStream with Base Fuel Tank

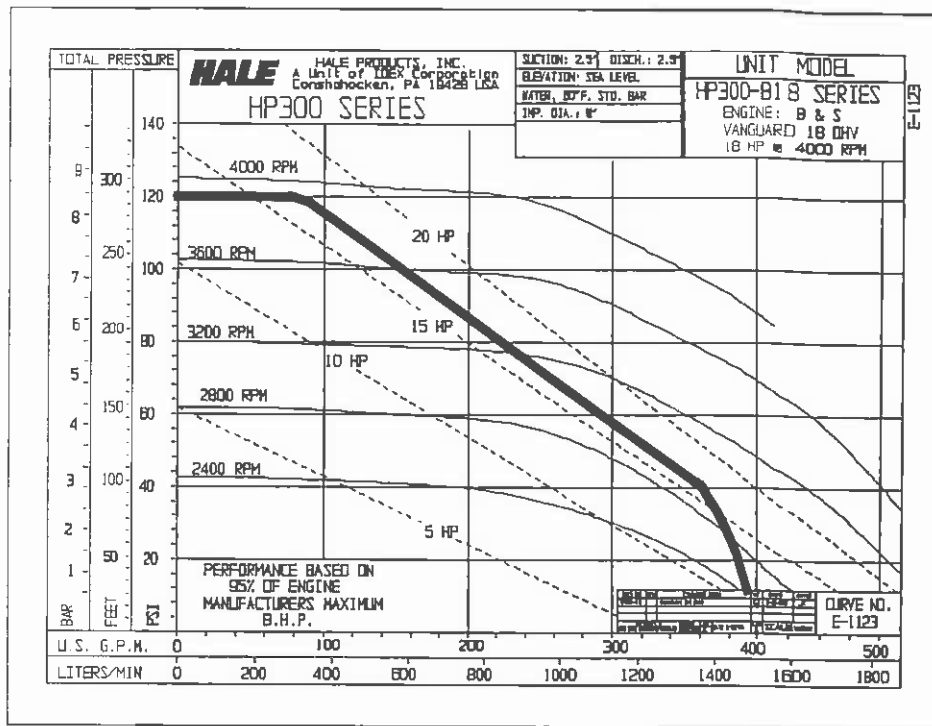


HPW-300 Transportable with Wraparound Frame

Serving Side-by-Side

HP300 Series Pumps

B18 Briggs & Stratton Engines



EQUIPMENT SPECIFICATIONS

Type: Combination pump
Suction Connection: 3 inch NPT Female; 4 inch Victaulic
Discharge Connection: 3 inch NPT Female
Body and Volute: Aluminum.
Impeller: 8-3/4 inches (222.25 mm) silicon bronze
Pump Shaft: Engine shaft with bronze sleeve
Priming: Exhaust Venturi; 20 inches (508 mm) HG

INSTRUMENTATION

Throttle level
Priming controls
Master On/Off Switch
Start Push-Button
Choke Control
Low Oil Pressure Warning Light

Discharge Gauge: 2-1/2 inches (63.5 mm) Dia.
Glycerine filled, 0 to 400 PSI (0 to 28 BAR)

AVAILABLE OPTIONS

Suction Adapters
Discharge Adapters
Hourmeter
New exhaust elbow kit for "X" unit
New remote instrument panel mounting bracket
Protective pump coating for seawater applications
Deluxe instrument panel with two gauges
Base fuel tank
Exhaust blanket
Thermal Relief Valve

ENGINE

Make: Briggs and Stratton Vanguard™

Model: 350400 Series

Type: Horizontal shaft, air cooled, V-twin OHV
Horsepower: 18 BHP (13.4 kW) at 4000 RPM
Torque: 30 foot pound (40.7 N-M).
Maximum stroke at 2600 RPM
Bore x Stroke: 2.83 x 2-3/4 inches (72 x 77 mm)
Displacement: 34-3/4 cubic inches (570 cc)
Oil Capacity: 3.0 pint (1.4 liter)
Optional Fuel Tank: Cross linked Polyethylene
Fuel Capacity: 3 gallons (12 liters) 2 hours running time
Electrical: 16 AMP alternator
Emissions: Meets 1994 California Air Resources Board Standards



Hale Products Inc. Phone: 610/825-6300 • Fax: 610/825-6440 • www.haleproducts.com

Class 1® Phone: 352/629-5020 • Fax: 352-629-2902 • www.class1.com



Pump specifications

HPX300-B18 Portable Pump

SPECIAL NOTE:

When preparing the specifications for your new pumper, assure the use of a Hale pump by incorporating these pump specifications as written. No competitive pump can match Hale's construction or performance.

Performance

The pump/engine shall perform to the standards of CEN 6/5 and NFPA 1906 low pressure pump rating. Typical pump performance from 5 foot draft at sea level shall be: 150 GPM @ 100 PSI, 250 GPM @ 75 PSI, and 380 GPM @ 25 PSI.

Pump

The pump body shall be made of alloy aluminum castings coupled together with a stainless steel band clamp with an O-ring seal which allows quick pump volute removal for servicing. The pump end shall be factory hydrostatically tested to 250 PSI for 10 minutes. The impeller shall be bronze. The renewable clearance rings shall be made of anodic plated bronze to inhibit galvanic corrosion. The impeller shall be 8.75 inches in diameter and designed with a sleeve back end to prevent water from coming in contact with the engine shaft. The pump shaft seal shall be an automatically adjusting, maintenance free, mechanical type. The pump body shall be equipped with a petcock drain valve.

Priming

The pump shall be equipped with an exhaust venture primer of brass and stainless steel construction. The primer shall be capable of 20 inches of mercury vacuum. The primer shall be actuated with a spring return, single control lever located at the operator's panel. The primer to pump line shall be equipped with an automatic check valve for priming from an open body of water and a manual shut-off for pumping from a pressurized water source.

Suction/Discharge

The suction and discharge ports shall be female pipe thread, designed and located to accept applicable hose thread adapters.

Engine

The engine shall be a 4 cycle gasoline Briggs and Stratton Vanguard series 350400 V Twin, overhead valve, air cooled design. Engine rating shall be 18 BHP at 4000 rpm with a torque of 30 lb-ft at 2600 rpm. Engine displacement shall be 570cc and shall be designed to meet 1994 CARB (California Air Resources Board) standards. A 12-volt electric system shall be provided with electric starter and a 16 amp alternator. Recoil backup engine starting shall be provided. Engine shall be equipped with a residential muffler with USDA approved spark arrestor.

Mounting Platform

The pump/engine shall be isolation mounted onto a steel base plate.

Instrumentation

The pump shall be supplied with a remote mounted control panel. This includes a throttle lever, primer lever, master switch, starter button, choke control, a 2.5 inch liquid filled discharge gauge and an oil pressure warning light.

UNITED PLASTIC FABRICATING, INC.

WARRANTY

FOR: POLY-TANK®, POLYSIDE®, INTEGRATOR™, ELLIPSE™, ELLIP-T-TANK™ & DEFENDER™

LIFETIME SERVICE WARRANTY

United Plastic Fabricating, Inc. (hereinafter called "UPF") warrants each POLY-TANK®, Booster/Foam Tank POLYSIDE® Wetside Tank, Integrator Tank/Body, ELLIPSE™ Elliptical Tank, Ellip-T-Tank Tank and DEFENDER™ Skid Tank to be free from defects in material and workmanship for the service life of the original vehicle (vehicle must be actively used in an emergency response for fire suppression). All UPF Tanks must be installed and operated in accordance with the UPF Installation and Operating Guidelines. Failure to do so can void the warranty.

Every UPF Tank is inspected and tested before leaving our facility. Should your UPF Tank require service, please notify UPF via email, fax, in writing or by calling UPF at 1-978-975-4520. Please provide the serial number, a description of the service request, the location along with the phone number and name of the contact person. Our goal is to have scheduled work completed within a reasonable time period.

Under a valid warranty claim, UPF will cover the cost to repair the UPF Tank including the customary and reasonable costs to make the tank accessible such as the removal and reinstallation of the tank if authorized in advance (pre-approved) by UPF. The warranty will not cover tanks that have been improperly installed, operated, misused, abused, or modified from its intended or designed use. Serial number must not have been altered, defaced or removed. Tanks that are not stored or installed properly which results in the tank suffering UV damage will not be covered by this agreement.

Should UPF determine that the service claim is valid under this warranty for a tank located outside of the United States and Canada, UPF will assume the costs for labor and material for the warranty repair as described above plus all travel costs to the U.S. port of embarkation. Costs for airline travel outside of the U.S. and Canada will not be the responsibility of UPF.

In the event the tank shall become stationed in an area of the world that is considered to be a war zone or where unsafe conditions exist for the safe passage of United States Nationals, as reported by the United States Department of State, (<http://www.state.gov>), and a request to perform service or warranty repairs, UPF reserves the right to refuse to honor such requests. It is the purchaser's responsibility to relocate the tank to an area where such repairs can be performed without undue risk to UPF employees or their designee. UPF will make every reasonable effort to support our products through alternative means.

For Ellipse™ elliptical tanks, a separate five year warranty provided by the subcontractor is applied to the sub-frames, chute linings (rubber isolation strips) and metal components. The stainless steel wrap provided by UPF shall be warranted by the subcontractor performing the wrap installation in accordance with their warranty in place at the time of the installation. UPF will not be liable for any warranty costs associated with the wrap, sub-frames, chute linings (rubber isolation strips) and metal components but will assist with all claims on behalf of its customer.

For PolySide® wetsided tanks and Integrator™ Tank/Body units, all polypropylene components related to the tank shall carry the standard UPF lifetime

UNITED PLASTIC FABRICATING, INC.

WARRANTY

FOR: POLY-TANK®, POLYSIDE®, INTEGRATOR™, ELLIPSE™, ELLIP-T-TANK™ & DEFENDER™

service warranty. Other polypropylene components, including but not limited to compartments, wheel wells, fenders and other body related components shall be warranted by UPF for a period of ten years. The warranty for the PolySide® and Integrator™ units excludes paint or hardware, which shall be covered by the manufacturer of the paint/hardware.

All UPF tanks 50 gallons or less utilized for non-fire applications and installed on specialty vehicles such as ATVs, trailers, boats, etc. are covered under a separate warranty policy available from UPF. Further, UPF Protector™ foam and water trailers are warranted under a separate warranty policy available from UPF.

This UPF warranty is transferable within the United States only with prior written approval by UPF (except an original apparatus manufacturer may assign this warranty to the first titled owner/lessee of the apparatus).

UPF will NOT reimburse any unnecessary work and/or work that has not been pre-approved. Any and all third party charges must be pre-authorized and approved in writing by UPF prior to commencing the work. Any unauthorized third party repairs, alterations, actions or modifications will not be covered and can void the warranty. UPF will be the sole determining authority as to whether a service claim will be valid and covered under this warranty.

In no event will UPF be liable for an amount in excess of the purchase price of the booster/foam tank at the time of manufacture or for any loss or damage, whether direct, indirect, incidental, consequential, or otherwise arising out of failure of its product. Loss of contents (water, foam, etc.) shall not be the responsibility of UPF. Further, UPF is not responsible for costs associated with service repairs to chassis, sub-frames, bodies, valves, dumps, hoses, pressure vacuum vents, and other components (i.e. liquid level transducers, etc.). Further, UPF will not cover the cost for travel of the vehicle to and from a repair facility.

This warranty contains the entire warranty. It is the sole warranty and price agreements or representation, whether oral or written, are either merged herein or expressly cancelled. UPF neither assumes, nor authorizes any person supposing to act on its behalf to change, nor assume for it, any warranty or liability concerning its product.

This warranty gives you specific legal rights, and you may also have other rights which vary from state to state. Some states do not allow exclusion or limitation or incidental or consequential damage, so the above limitation or exclusion may not apply to you. Since some states do not allow limitations on the length of an implied warranty, the above limitation may not apply to you.

THERE ARE NO WARRANTIES, EXPRESSED OR IMPLIED, WHICH EXTEND BEYOND THE DESCRIPTION OF THE FACE HEREOF. THERE IS NO EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR A WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. ADDITIONALLY, THIS WARRANTY IS IN LIEU OF ALL OTHER OBLIGATION OR LIABILITIES ON THE PART OF UPF.

CITY COUNCIL AGENDA

For Council Meeting:
August 7, 2012

S U B J E C T: Farmington City Fireworks Restriction Proposals – Options 1-3

ACTION TO BE CONSIDERED:

See Staff Report

GENERAL INFORMATION:

See enclosed staff report prepared by Chief Guido Smith.

NOTE: Appointments must be scheduled 14 days prior to Council Meetings; discussion items should be submitted 7 days prior to Council meeting.

FARMINGTON CITY FIRE DEPARTMENT

82 North 100 East
P.O. Box 160
Farmington, Utah 84025
Tel. (801) 451-2842
Fax (801) 451-7865



THE DESIRE TO SERVE THE COURAGE TO ACT THE ABILITY TO PERFORM

CITY COUNCIL STAFF REPORT

To: Mayor and City Council
From: Guido Smith, Fire Chief
Date: July 23, 2012
Subject: FARMINGTON CITY FIREWORKS RESTRICTION PROPOSALS - OPTIONS 1-3.

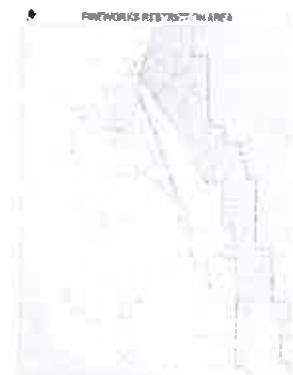
RECOMMENDATION

As requested by the Mayor and several council members, revisit "Fireworks Restrictions" proposals 1-3 and vote accordingly.

Note: Option #1 recommended by staff.

BACKGROUND

In 2005 the council approved an ordinance that restricted the use of fireworks on the east side of the city based on urban interface fire hazard potentials and historical events. This restriction applied to all areas located east of Main Street from the Kaysville / Farmington city limits through Center Street (downtown Farmington), then south from Center Street through 200 East to the Centerville border.



This ordinance remained in effect until June 2011 when the council voted to repeal the ordinance for 2011 and requested the fire department provide alternative options for the following year. The Fire Chief & Fire Marshal reevaluated and reassessed fire hazard potentials on the east side of Farmington City based on the following factors:

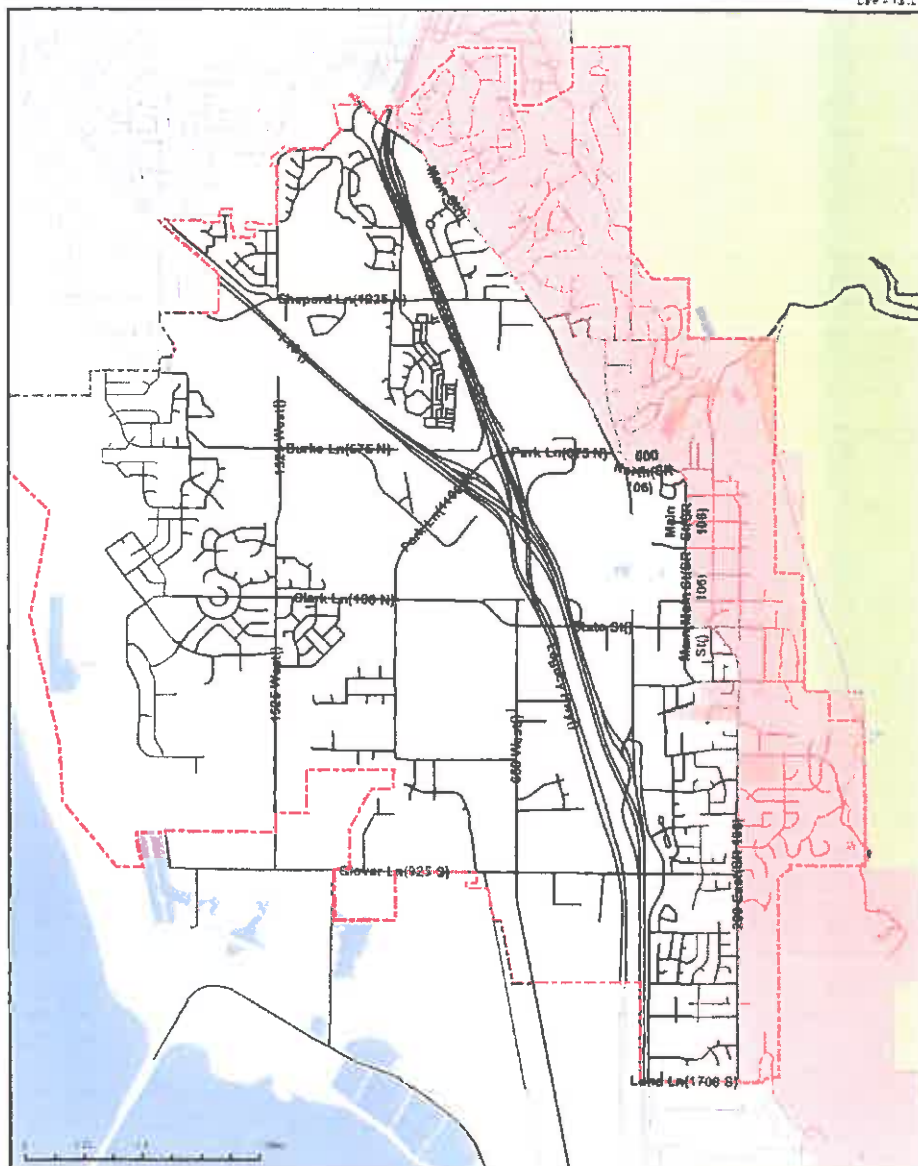
1. **Ignition Source Potential** – *Legal aerial fireworks, ground fireworks and illegal fireworks.*
2. **Fuel loads** – *Brush, trees, ladder fuels, structures to include roofing materials.*
3. **Topography** – *Angle of incline & elevations of fuel-loads.*
4. **Typical Fire Behavior & Historical Trends** – *Seasonal weather patterns, moisture content of fuels, density & proximity of fuel-loads.*
5. **Access & Egress** – *Ability to access and exit all given areas during fire conditions.*
6. **Resources & Staffing Availability** – *Timelines of basic response to include: Time of incident, 911 notification, station notification, staffing of apparatus and arrival times.*
7. **Water Supply** – *Locations of municipal supplies in addition to static water supplies.*
8. **Existing Prevention Measures** – *Community preparedness programs, Defensible spacing and preparation work.*

In June 2012, the City Council voted against the three recommendations proposed by the Fire Department and opted to move forward with a proposal from TNT fireworks distribution representative.

As requested, the Farmington City Fire Department again proposes the following three options based on the above 8 factors.

Option #1

Life 21321



Option #2

Modify previous fireworks restriction ordinance and remove the lower section of Summerset Subdivision, Leonard Lane, and lower section of 1400 North to include Ridgewood Circle, Ridgeview Circle and Bennett Circle from restricted area. Fire station staffing to be maintained at six (6) personnel during scheduled firework days July 1st – 7th, and July 21st – 27th (14 days total). Allow fireworks to be discharged within city parks located west of restricted areas during approved dates and times.

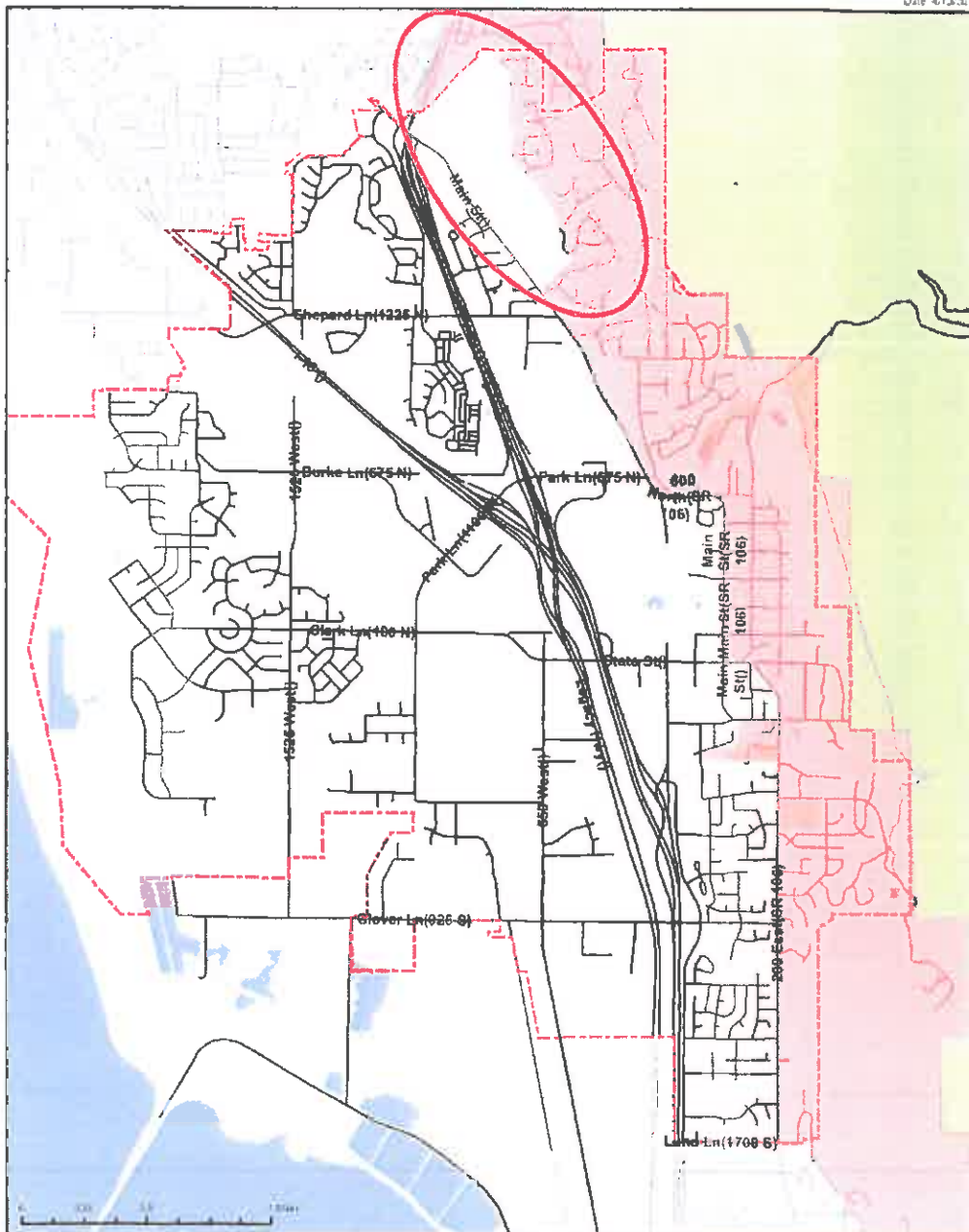


FIREWORKS RESTRICTION AREA

OPTION #2



Date 4/13/2012



Option #3

Modify previous fireworks restriction ordinance and remove lower section of Compton Road (from 600 North & Main Street) & North Compton Rd (from 1100 North through Deer Point Subdivision) from restricted area. As with option #2, station staffing to be maintained at six (6) personnel during scheduled firework days July 1st – 7th, and July 21st – 27th (14 days total). Allow fireworks to be discharged within city parks located west of restricted areas during approved dates and times.

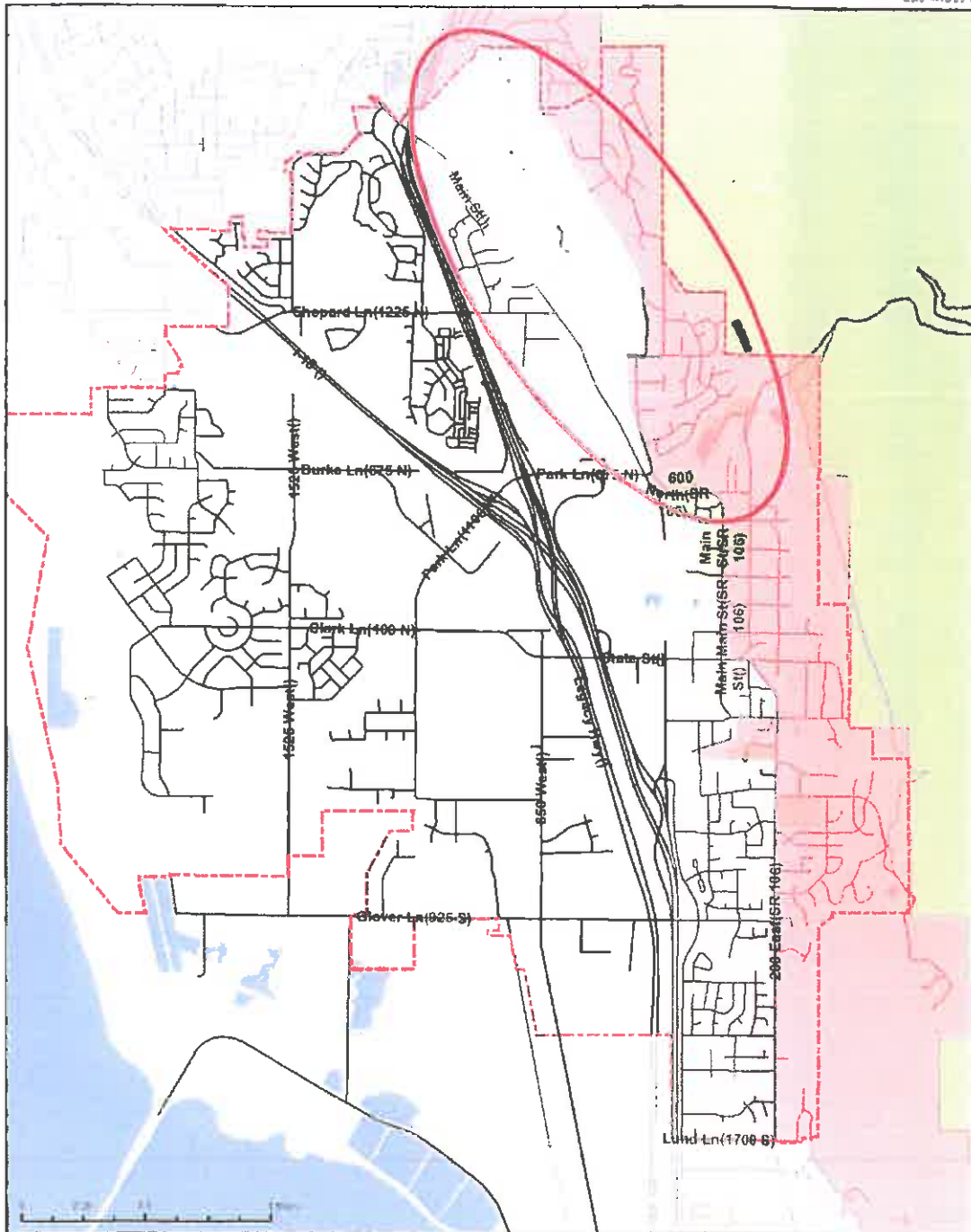


FIREWORKS RESTRICTION AREA

OPTION #3



LWE 4/10/2022



Cost

There are added operational costs associated with each option; however, Option #1 is the lowest based on best prevention practices.

Option # 1

Approved Firework Shoot Days: 14

Additional staffing of two (2) personnel from Noon – Midnight / 24 Man-hours each day in addition to current FFD staffing model.

Staffing Expense / Firework Shoot Days: \$4,370

Based on 14 days with 2 additional personnel at 12 hours each (avg. of \$13.00 per hour).

Options #'s 2 & 3

Approved Firework Shoot Days: 14


Additional staffing of four (4) personnel from Noon – Midnight / 48 Man-hours each day in addition to current FFD staffing model.

Staffing Expense / Firework Shoot Days: \$8,740

Based on 14 days with 4 additional personnel at 12 hours each (avg. of \$13.00 per hour).

2011 marked the first year of legalized airborne fireworks that shoot multi-chambered rounds up to 150 feet into the air. 2011 also marked an unusually wet and cool season that unquestionably helped prevent excessive amounts of fires. I again urge the council to review these proposals and reinstate accordingly in an effort to reduce the loss of life & property through preventative measures.

Respectfully Submitted,



Guido Smith
Fire Chief

Reviewed & Concur



Dave Millheim
City Manager

CITY COUNCIL AGENDA

For Council Meeting:
August 7, 2012

SUBJECT: City Manager Report

1. Upcoming Agenda Items

NOTE: Appointments must be scheduled 14 days prior to Council Meetings; discussion items should be submitted 7 days prior to Council meeting.

August 21, 2012 – Staff Reports Due: August 10th

Reports of Committees/Municipal Officers:

- Presentation by Miss Farmington, Victoria Pozzuoli
- Recognition to Keith Johnson for Excellence in Financial Reporting
- Festival Days Follow-up Report given by Neil Miller

Action Items:

- HHI Trail Easement
- Park Lane / Station Park Pedestrian and Bicycle Crossing Improvements

Summary Action Items:

- Approval of Minutes of Previous Meetings
- Title 5
- Ratification of Approvals of Storm Water Bond Logs
- Approval of Disbursement Lists

CITY COUNCIL AGENDA

For Council Meeting:
August 7, 2012

SUBJECT: Mayor Harbertson & City Council Reports

NOTE: Appointments must be scheduled 14 days prior to Council Meetings; discussion items should be submitted 7 days prior to Council meeting.